

**SECOND AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
BREWERY WELLFIELD DEVELOPMENT**

This Second Amendment ("Amendment") is dated effective this _____ day of _____, 20____, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and RH2 ENGINEERING INC., a Washington corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective January 26, 2018 and First Amendment dated April 8, 2021, whereby the SERVICE PROVIDER agreed to provide design services ("Agreement").

B. Section 14 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to expand the scope of services described in Section 1 of the Agreement, extend the term of the Agreement, and increase the compensation paid to the SERVICE PROVIDER for performing the expanded services during the extended term.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. SCOPE OF SERVICES.

Section 1 of the Agreement is amended as more particularly described and detailed in Exhibit "A-1," attached hereto and incorporated herein.

2. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until January 31, 2026.

3. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement and providing the expanded services described in Exhibit "A-1" Scope of Work, Exhibit "B-1" Fee Estimate, Exhibit C-1

Schedule of Fees, and Exhibit D-1 Wellfield Development Budget Summary, during the extended term of the Agreement, Section 4.C. shall be amended to increase the compensation paid to the SERVICE PROVIDER by an additional amount of TWO HUNDRED NINETY THOUSAND TWO HUNDRED THIRTY and ZERO/100 Dollars (\$290,230.00). The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement, First Amendment, and this Second Amendment shall be an amount not to exceed SEVEN HUNDRED FIVE THOUSAND TWO HUNDRED THIRTY and ZERO/100 Dollars (\$705,230).

****Signatures on the following page****

