

**THIRD AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
Pioneer Park Riparian Restoration**

This Third 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 STANTEC CONSULTING SERVICES INC., a New York corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective June 29, 2022 , First Amendment dated July 19, 2022, and Second Amendment dated August 7, 2023, whereby the SERVICE PROVIDER agreed to provide services for the Pioneer Park Riparian Restoration ("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 add additional services and increase the compensation paid to the SERVICE PROVIDER for providing the additional services.

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

1. SCOPE OF SERVICES.

Section 1 of the Agreement is amended to provide for additional services as more particularly described and detailed in Exhibit "A-2," attached hereto and incorporated herein.

2. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement and providing the additional services more particularly described in Exhibit "A-2", Section 4.C. shall be amended to increase the compensation paid to the SERVICE PROVIDER by an additional amount not to exceed One Hundred Ninety Thousand Two Hundred Eighty Five and 00/100 Dollars (\$190,285.00). The total amount payable to the SERVICE PROVIDER

pursuant to the original Agreement, the First Amendment, Second Amendment, and this Third Amendment shall be an amount not to exceed Three Hundred Ninety Three Thousand Nine Hundred Eighty Four and 00/100 Dollars (\$393,984.00).

3. FULL FORCE AND EFFECT.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

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

CITY:
CITY OF TUMWATER

555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:
Stantec Consulting Services,
Inc.
601 SW 2nd Avenue STE 1400
Portland, OR 972304-3128
Tax ID #: 602-529-295
Phone No. 503-830-9669

Debbie Sullivan

Mayor

Signature (Notarized – see
below)
Printed Name: Joe Richards
Title: Principal Engineer

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

State of _____

County of _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)
Notary Public in and for the State of _____
My appointment expires _____



Stantec Consulting Services Inc.
601 SW Second Avenue, Suite 1400
Portland OR 97204-3128

January 27, 2025

Project/File: City of Tumwater Pioneer Park Project / 185706094

Dan Smith
City of Tumwater
555 Israel Road SW
Tumwater, WA 98501

Dear Dan Smith,

Reference: Pioneer Park Riparian Restoration Amendment #3

Introduction

This scope and budget revision has been prepared for the City of Tumwater to address stakeholder concerns with the direction the project and to add budget for the Phase 2 – in-water design scope. The project direction has split into two phases, Upland – Phase 1 and In-water – Phase 2. Phase 1 is intended to not require USACE permitting by moving the project impact out of the Ordinary High Water (OHW) of the Deschutes River by focusing on reconnecting elevated floodplains in Pioneer Park relieving shear stress on the migrating meander bend since USACE permitting for removal/fill below OHW was estimated to be 2-year process. Phase 2 scope will focus on in-water treatments to promote stability of the meander bend through flood plain inundation and inclusion of aquatic habitat elements including large woody material (LWM) structures below OHW and the eroding bank will be addressed directly through grading. The basis of this scope and fee is the original scope for the effort modified to fit our understanding of current needs. We assume monies remaining in the current project budget will be reallocated to the effort moving forward.

Project Understanding

The City of Tumwater has been watching a meander bend of the Deschutes River migrate into Pioneer Park over the past 10 years. Multiple efforts have been made to arrest the erosion including the current effort funded by Department of Ecology to reduce sediment inputs into the Deschutes. As the project progressed a phased solution emerged to wholistically address the meander bend migration issue. Phase 1 reconnects upland areas in Pioneer Park through side channel creation that activates at the 1-year storm event to reduce shear in the channel and support riparian corridor expansion.

Phase 2 will refocus on meander bend bank stabilization and instream habitat elements including side channel reconnection below the Ordinary High-Water Mark of the Deschutes River. Phase 2 design will recommence in March of 2025 with an anticipated construction start date of February of 2027. Phase 1 includes 2,500 feet of 20-foot by 1- to 4-foot-deep channels excavated in uplands with 2 points of reconnection to existing forested channels in Pioneer Park that will allow water to return to the river as floods recede. Channels are positively graded to drain so fish stranding will not be an issue. Native revegetation mimics the existing riparian forest and includes First Foods such as camas prairie, and emergent wetlands with Wapato, and cattails. The area where this revegetation is proposed is currently dominated by Hawthorne Trees and regularly floods as the river overtops its banks during floods. This

Reference: Pioneer Park Riparian Restoration Amendment #3

wholistic vision at Pioneer Park will also engender community connections as handicap accessible trails will be included with pedestrian bridges crossing side channel features.

1. Task 1: Project Management and Meetings

This task includes project management duties and meetings. Communication with the City's project manager will occur at to-be-determined intervals throughout the project and allow the Project Team (Stantec) to report on project status and coordinate project-related items. In addition, a kick-off meeting will be conducted.

1.1. Project Management

Kelly Swindle will serve as the Project Manager and Joe Richards will serve as Principal in Charge. They will be responsible for overseeing and directing all aspects of project management. Delegation of PM responsibility may be undertaken at times to facilitate efficient delivery of the effort.

1.2. Project Meetings

It is anticipated an additional five (5) meetings will be held throughout the remaining course of this project at key milestones to be coordinated between Stantec and the City. Meetings will be virtual or coordinated for times where Stantec staff is on-site for scheduled work.

Task Assumptions

- > The duration of the project will continue through the construction start of the Phase 2, assumed to be 7/15/2027.
- > For budgeting purposes meeting duration is assumed to be no more than one (1) hours in duration with (1) hour of Prep and (1) hour of follow-up for (3) Stantec Staff Members.
- > Support for key stakeholder meetings including Technical Advisory Committee (TAC) Meetings, Alternative Selection Meetings, and Public Involvement Meetings may take place if they are within the 5 scoped meetings as detailed above.
- > All meetings and communication associated with Tasks 3, 4, 5, and 6 are covered under this task. Stantec assumes twenty-four (24) monthly technical and permitting team check-ins with up to six (6) Stantec staff at one-half hour per call.
- > There will be one (1) permitting kick-off meeting with staff from the City of Tumwater, Ecology, USACE, and the Tribe to ensure all requirements and expectations for the Phase 2 permitting are met. The meeting will not exceed 1.5 hours. For budgeting purposes meeting duration is assumed to be no more than one and one half (1.5) hours in duration with (1) hour of Prep and (1) hour of follow-up for (4) Stantec Staff Members.

Task Deliverables

- > Stantec will provide monthly project management work summary and invoices over the term of this work assignment. Invoicing will be completed at the top task level only. Stantec will maintain frequent communication with the City, including phone calls and emails.
- > Meeting Minutes for all meetings between Stantec and the City as listed above.

Reference: Pioneer Park Riparian Restoration Amendment #3

2. Task 2: Data Collection and Analysis

Stantec completed original Task 2 data collection field work including survey and geomorphic analysis activities during the summer of 2022. Stantec also completed the following cultural resources and wetlands delineation tasks and reporting:

The deliverables for the cultural resources and wetlands have been completed and submitted to the City as follows:

- Cultural Resources Monitoring Plan, October 21, 2022
- Cultural Resources Monitoring Memorandum, November 30, 2022
- Wetland Delineation Report, April 7, 2023

With the updated phasing of the project, a larger Area of Potential Effect (APE) was identified for Phase 1 upland work. The wetland delineation performed in 2022 covered the original APE, so an additional wetland delineation must be completed to cover the updated, larger APE.

Task Assumptions
<ul style="list-style-type: none">> One (1) iteration of the hydraulic model will be run for 30% Design, 60%, 90%, and Final design phases for Phase 2.> Phase 1 is currently at 60% design phase, so one (1) iteration of the hydraulic model will be run for the 90% design phase.> A zero-rise approach is scoped for this effort and the design will be limited to project elements that achieve the zero-rise condition. CLOMR and LOMR documentation through FEMA are outside the scope of this effort.> Data collected from the site assessment will be incorporated into the design reports for Phases 1 and 2 (see Task 3).> Hydrology for this site is already developed and existing flowrates will be utilized.> Results of the Hydrology and Hydraulics and Geomorphic Analysis will be included in the Design Reports of the listed design phases.
Task Deliverables
<ul style="list-style-type: none">> Updated Wetland Delineation Report.

3. Task 3: Preliminary Plans and Design Report (30% and 60% Design)

All modeling and preliminary design is complete. Phase 2 will start at 30% design.

Additional design tasks necessary to support the Pioneer Park Riparian Restoration project and to provide the City with a final design package signed by a licensed professional engineer in the State of Washington include the following:

Reference: Pioneer Park Riparian Restoration Amendment #3

1 Phase 2 Design

1.1 30% design development

- A 30% report will be included documenting project background, goals, summary of data collected, specific design criteria used for each element of the design, and design process leading up to the concept alternatives phase, and proposed concept moving forward.

1.2 60% design development

- 60% design development stage will be focused on advancing the chosen preferred Conceptual Alternative to a level that can be used for project permitting. 60% level plan set (Permit Set) limited to required information for permitting.
- 60% Engineers Cost Estimate and Specifications Outline – Stantec will develop an Engineers Cost Estimate based on 60% level quantities. A specification outline will also be developed in collaboration with cost estimate.
- 60% Design Report – A Design Report will be developed based on the Conceptual Alternatives Memorandum. This report will include documenting project background, goals, summary of data collected, specific design criteria used for each element of the design, a summary of the Concept Alternatives Memorandum, and chosen alternative. The report will also document the hydrology and hydraulic model approach and results.

Reference: Pioneer Park Riparian Restoration Amendment #3

Task Assumptions
<ul style="list-style-type: none"> > Preliminary design for Phase 2 is complete. No Alternatives will be completed for Phase 2. > Milestone deliverables will be submitted to the City for a single round of review. Review period will be 14 days and the City will produce a consolidated redline set with comment log. Stantec will address comments and record actions on the comment log and proceed to the next round of project development (we assume that no second review will be undertaken for budgeting purposes). > In accordance with grant funding the design report will be reviewed by DOE over a 45-day period. We assume that design progress will commence following the 14-day City review period and that any Ecology comments will be incorporated at the next design deliverable round. We further assume that the City will facilitate communications with Ecology in advance of Design Submittals so that the project approach is understood and agreed to prior to formal submittal and review periods. > Milestone deliverables at 30%, 60%, and 90% will be submitted to the City for a single round of review. Review period will be 14 days and the City will produce a consolidated redline set with comment log. Stantec will address comments and record actions on the comment log and proceed to the next round of project development (we assume that no second review will be undertaken for budgeting purposes). > Specification will follow WSDOT and Stantec will only develop special provisions for delivery to the City. Tumwater will be responsible for all other sections of the bid book and for compiling the book for advertisement.
Task Deliverables
<ul style="list-style-type: none"> > 30% Design Plans (Phase 2) > 60% Design plans including 60% TESC, dewatering, and stream diversion plans (Phase 2) > 60% design report (Phase 2) > 60% Engineer's cost estimate (Phase 2) > 60% special provisions outline (Phase 2) > 60% cut and fill volumes for permitting (Phase 2) > 60% environmental permit identification (Phase 2)

4. Task 4: Permitting and Environmental Compliance

Stantec will engage with the Corps and Ecology with support from the City at the conceptual design phase to obtain buy-in to facilitate the permitting process. Stantec will complete required permitting, submitted after 60% designs are complete. Required permits will include:

- Hydraulic Project Approval (HPA)
- State Environmental Policy Act (SEPA)
- Water Quality Certification (Section 401)
- JARPA (Section 404)
- Critical Areas Report

Reference: Pioneer Park Riparian Restoration Amendment #3

- **No-Rise Certification Statement**

Typically, a No-Rise Certification is not completed until final design, ensuring to the regulators that the final project meets the necessary requirements. The necessary information indicating that the proposed conditions in the permit set intends to meet the no-rise requirements shall be included in the 60% design report. A stamped and signed No-Rise Certification will be included in as part of the final design report.

- **319 Load Reduction Reporting – STEPL**

- **National Pollutant Discharge Elimination System (NPDES)**

Task Assumptions

- > This project will be covered under existing programmatic Biological Assessments for restoration projects and a Biological Assessment will not be required.
- > Water Quality Certification (Section 401) will be included in the JARPA permitting process.
- > SEPA permitting will be limited to a short checklist. Full SEPA review and assessment will not be required.
- > As a restoration project, the work will not require a Critical Areas Ordinance Certificate of Compliance. The intent of the Project is to achieve a no-rise scenario. An initial no-rise certification designation will be drafted for the Phase 2 60% design plans. If the Project intends to create a rise in water surface elevation and a no-rise is not feasible, any work associated with a CLOMR/LOMR is not included in this contract.
- > 319 Load Reduction Reporting will be limited to the means and methods of bank stabilization in the design. Modeling of pre and post project conditions related to erosion and TMDL are outside the scope of this effort.
- > NPDES compliance will be limited to a Stormwater Pollution Prevention Plan (SWPPP) and submittal of Notice of Intent to the Department of Ecology under EPA's 2022 Construction General Permit.
- > The City is responsible for all permit fees.
- > Permits will be submitted, and comments will be addressed during a single round of submittal, review, and resubmit to agencies.
- > Permits not listed above shall not be covered by this scope of work but may be added through a change order.

Task Deliverables

- > Stantec will work with the City on all required permit documents associated with the 60% design and will submit permit packages for the above listed permits.

Reference: Pioneer Park Riparian Restoration Amendment #3

5. Task 5: 90% Plans and Design Report

The 90% design iteration will advance 60% plans, incorporating City review comments, to produce the 90% plan set and associated documents. Stantec will conduct an Internal Technical Review and will utilize feedback to finalize the 90% design. Stantec will prepare a 90% Plan submittal that will incorporate all changes made during the 90% design phase.

1 Phase 1 Design

- The 90% plan set will include:
 - Cover sheet
 - Notes, Legend, and Summary of Quantities
 - Planting plan and details
- 90% Engineers Cost Estimate and Technical Specifications
- 90% Design Report

2 Phase 2 Design

- The 90% plan set will include:
 - Cover sheet
 - Notes, Legend, and Summary of Quantities
 - TESC, staging, dewatering, and stream diversion plan
 - Structure plan, profile, and details
 - Large woody debris and/or other habitat elements details
 - Planting plan and details
- 90% Engineers Cost Estimate and Technical Specifications
- 90% Design Report

Reference: Pioneer Park Riparian Restoration Amendment #3

Task Assumptions
<ul style="list-style-type: none">> Dewatering and diversion plans completed under this task will be a suggestion only with contractor submittal requirements through special provision.> The 90% plan set will include permit conditions where feasible.> 90% Milestone deliverable will be submitted to the City for a single round of review. Review period will be 14 days and the City will produce a consolidated redline set with comment log. Stantec will address comments and record actions on the comment log and proceed to the next round of project development (no second review will be undertaken).> Plan set estimated to be 25 sheets total.> In accordance with funding agency requirements the 90% Package will be reviewed by Ecology for a 45-day review period. Formal written approval is required before bidding the project. We assume that the City will facilitate communications with Ecology in advance of the 90% Design Submittal so that the project approach is understood and agreed to prior to formal submittal and review by the agency. Design will progress following receipt of City comments at the end of the 14-day City review period.> USACE permitting process assumed to be 2 years from date of submittal before work will begin on the 90% Plans and Design Report.
Task Deliverables
<ul style="list-style-type: none">> 90% Design Plans> 90% Engineer's Cost Estimate> 90% Draft Technical Specifications> 90% Design Report

6. Task 6: Final Plans and Design Report

The final design iteration will be based on the 90% Plans and associated documents, incorporating City review comments and comments through permitting process, to advance the set to the Final Design Stage. Final Plans will be completed for Phase 1 and Phase 2.

The Final Design Set will include:

- Final Construction Plans (signed and stamped by a licensed Washington engineer)
- Final Engineer's Cost Estimate and Technical Specifications
- Final Design Report

Reference: Pioneer Park Riparian Restoration Amendment #3

Task Assumptions

- > Final Design Report shall be a compilation of all plans, processes, modeling results, permits, and project communications leading up to the Final Design.
- > Final Milestone deliverable will be submitted to the City for a single round of review. Review period will be 14 days and the City will produce a consolidated redline set with comment log. Stantec will address comments and record actions on the comment log and provide the Final Package to the City with the comment log completed to indicate comment resolution. Additional rounds of review and resolution are outside the scope of this effort.

Task Deliverables

- > Final Construction Plans (signed and stamped by a licensed Washington engineer)
- > Final Engineer's Cost Estimate
- > Final Technical Specifications (signed and stamped by a licensed Washington engineer)
- > Final Design Report
- > Final No-Rise Certification Documentation

Reference: Pioneer Park Riparian Restoration Amendment #3

7. Proposed Schedule

Updated Schedule	
Task/Deliverable	Completion Date
Phase 1*	
Permitting and Environmental Compliance	02/01/2025
90% Plans and Design Report	02/15/2024
Final Plans and Design Report	03/01/2025
Phase 1 Construction Bidding (not included in scope)	03/01/2025
Phase 1 Construction Start (support not included in scope)	07/15/2025
Phase 2	
30% Design Plans and Design Report	03/01/2025
60% Design Plans and Design Report	11/15/2025
Permitting and Environmental Compliance	03/01/2026
90% Plans and Design Report	07/01/2026
Final Plans and Design Report	02/01/2027
Phase 2 Construction Bidding (not included in scope)	02/01/2027
Phase 2 Construction Start (support not included in scope)	05/01/2027

*The remainder of Phase 1 design tasks are dependent on results of the updated wetland delineation report. Wetland delineation can occur upon receipt of notice to proceed from the City, provided permitting agencies' determination that a wetland delineation conducted outside of growing season would be acceptable for compliance determinations.

8. Proposed Budget

The total fee for the work described above is \$393,984. Stantec will utilize the remaining budget from the original SPA fee and is requesting an additional \$190,285 to complete this work.

Top Task/Deliverable	Original SPA Fee	Amendment #2 Fee	Amendment #3 Fee	Total Fee
Task 1: Project Management and Meetings	\$26,828	\$13,081	\$39,396	\$79,305
Task 2: Data Collection and Analysis	\$43,484	\$17,583	\$14,650	\$75,717
Task 3: Preliminary Plans and Design Report (30% and 60% Design)				
Phase 1	\$34,361	\$15,055	-	\$49,416
Phase 2	-	-	\$51,268	\$51,268
Task 4: Permitting and Environmental Compliance				
Phase 1	\$20,430	\$1,746	-	\$22,176

Reference: Pioneer Park Riparian Restoration Amendment #3

Top Task/Deliverable	Original SPA Fee	Amendment #2 Fee	Amendment #3 Fee	Total Fee
Phase 2	-	-	\$16,686	\$16,686
Task 5: 90% Plans and Design Report				
Phase 1	\$19,174	\$1,519	\$18,386	\$39,079
Phase 2	-	-	\$19,916	\$19,916
Task 6: Final Plans and Design Report				
Phase 1	\$9,467	\$971	\$14,976	\$25,414
Phase 2	-	-	\$15,007	\$15,007
Total Project Cost	\$153,744	\$49,955	\$190,285	\$393,984

Respectfully,

STANTEC CONSULTING SERVICES INC.



Kelly Swindle MPS, RPBio
Stantec
Project Manager
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