

**FIRST AMENDMENT  
TO  
PALERMO LAGOON DREDGING AND MAINTENANCE AGREEMENT**

This First 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 Clearcreek Contractors, a division of Holt Services Inc., a Washington corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into an Agreement dated effective April 28, 2023, whereby the SERVICE PROVIDER agreed to provide dredging and maintenance services ("Agreement").

B. Section 16 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 the additional services and increase the compensation paid to the SERVICE PROVIDER for 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-1," attached hereto and incorporated herein.

2. COMPENSATION.

In consideration of the SERVICE PROVIDER providing the additional services described in Exhibit "A-1", Section 4.C. shall be amended to increase the compensation paid to the SERVICE PROVIDER by an additional amount of TWENTY ONE THOUSAND SEVEN HUNDRED TWO and 80/100 Dollars (\$21,702.80). The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement and this First Amendment shall be an amount not to exceed ONE HUNDRED FORTY-EIGHT THOUSAND THREE HUNDRED FIFTY TWO and 80/100 Dollars (\$148,352.80).

### 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.

CITY:

CITY OF TUMWATER

555 Israel Road SW

Tumwater, WA 98501

SERVICE PROVIDER:

Holt Services

10621 Todd Road East

Edgewood, WA 98372

UBI #: 602-690-511

Phone Number: 253-604-4878

Debbie Sullivan

Mayor

Signature (Notarized – see below)

Printed Name:

Title:

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

State of Washington )

) SS

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 \_\_\_\_\_ of \_\_\_\_\_ 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 Washington

My appointment expires \_\_\_\_\_

## Exhibit A-1



3203 15<sup>th</sup> St  
Everett, WA 98201  
Tel: 253.604.4878

# REQUEST FOR CHANGE

TO:	City of Tumwater	PROJECT:	Palermo Lagoon Maintenance
	Attn: Steve Craig	JOB NO:	0291.70.23
		JOB ADDRESS:	M Street SE
			Tumwater, WA

## REQUEST FOR CHANGE #: 01

DATE: 7/7/2023

This RFC accounts for adjusted unit rate(s) to successfully dredge sludge from Palermo Lagoon including additional materials to solidify sludge to transport off site, and import and place armoring rock to protect Lagoon sidewall:

Excavate and Stockpile: 150 cy @ \$85.00/cy = \$12,750.00  
Mobilize/Demobilize Additional Dewatering Box: 2 EACH @ \$427.00 = \$854.00  
Mobilize/Demobilize Additional Mud Box: 2 EACH @ \$1,062.00 = \$2,124.00  
Additional Box Rental: 20 DAY @ \$50.00/DAY = \$1,000.00  
Provide and Mix Sawdust: 90 CY @ 63.50/CY = \$5,715.00  
Clean Additional Boxes: 1 LS @ No Charge = No Charge  
Load, Transport and Dispose Non-Haz Sediment: -52.32 TON @ \$140.00/TON = -7,324.80  
Transport – 30 Ton Minimum: 37.32 TON @ \$60.00 = \$2,239.20  
Import and Place Quarry Spalls: 64.76 TON @ \$67.10/ton = \$4,345.40

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated. Upon approval, the sum of **\$21,702.80** will be added to the the contract price. Actual quantities will be invoiced. Note, unit rate cost does not include applicable sales tax.

Original Contract	\$126,650.00
Other Approved Change Orders	\$0.00
Total Contract to Date	\$126,650.00
Cost of this Request	\$21,702.80
Other Pending Requests	\$0.00
Total Contract plus RFCs	\$148,352.80

NAME: Darren Ness

TITLE: Project Manger

Clearcreek Contractors, a Division of Holt Services, Inc.

SIGNATURE: Darren Ness

Digitally signed by Darren Ness  
DN: C=US, E=dness@holtservicesinc.com, O="Holt Services, Inc.",  
OU=Clearcreek Contractors, CN=Darren Ness  
Date: 2023.07.07 11:16:40-0700

DATE: 7/7/2023