

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

This Second Amendment ("Amendment") is dated effective this 7 day of August, 2023, 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, and amended by First Amendment dated July 19, 2022, (collectively, the "Agreement") 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, extend the term of the Agreement, and increase the compensation paid to the SERVICE PROVIDER for providing the additional 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 to provide for additional services 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 December 31, 2027.

3. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement and providing the additional services described in Exhibit "A-1" 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 not to exceed Forty Nine Thousand Nine Hundred Fifty Five and 00/100 Dollars (\$49,955.00). The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement, the First Amendment, and this Second Amendment shall be an amount not to exceed Two Hundred Three Thousand Six Hundred Ninety Nine and 00/100 Dollars (\$203,699.00).

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

4. 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:

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

DocuSigned by:

Debbie Sullivan

945DD015DF7D4C0
Debbie Sullivan
Mayor

JSW

Signature (Notarized – see below)

Printed Name: ~~Joe Richards~~ Joseph Richards
Title: Principal Engineer *JSW*

ATTEST:

DocuSigned by:

Melody Valiant

E67ECE580BA04EB
Melody Valiant, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Karen Kirkpatrick

5011BA3DE4C345C
Karen Kirkpatrick, City Attorney

State of Oregon

County of Multnomah

I certify that I know or have satisfactory evidence that Joseph Richards 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 Principal Engineer, and signatory to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

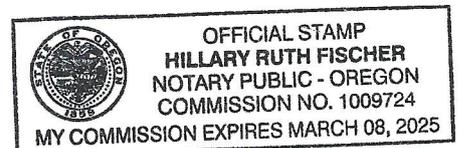
Dated: 08/07/2023

[Signature]

(Signature)

Notary Public in and for the State of Oregon

My appointment expires 03/08/2025



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

This First Amendment ("Amendment") is dated effective this 19th day of July, 2022, 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 29th, 2022, 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 comply with State funding requirements by including express Third Party Rights for the Department of Ecology.

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

1. THIRD PARTY RIGHTS.

A new section 24 is hereby added as follows:

24. THIRD-PARTY RIGHTS.

The Agreement is between the signatory Parties and does not create any third-party rights, except the Washington State Department of Ecology is an express third-party beneficiary to the Agreement.

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

**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT**

PIONEER PARK RIPARIAN RESTORATION

THIS AGREEMENT is made and entered into in duplicate this 29th day of June, 2022, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the "CITY", and STANTEC CONSULTING SERVICES INC., a ^{New York 990} ~~Washington~~ corporation, hereinafter referred to as the "SERVICE PROVIDER".

WITNESSETH:

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such services; and

WHEREAS, the SERVICE PROVIDER represents that the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit "A" Scope of Services attached hereto and incorporated herein (the "Project").

2. TERM.

The Project shall begin no earlier than June 1, 2022, and shall be completed no later than December 31, 2024. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the CITY. SERVICE PROVIDER reserves the right to terminate this Agreement at any time, in whole or in part, by sixty (60) days' written notice to the CITY.

4. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.

B. No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed **One Hundred Fifty Three Thousand Seven Hundred and Forty Four and 00/100 Dollars** (\$153,744.00) as reflected in Exhibit "A".

D. Upon execution of this Agreement, the SERVICE PROVIDER must submit IRS Form W-9 Request for Taxpayer Identification Number (TIN) and Certification unless a current Form W-9 is already on file with the CITY.

E. The SERVICE PROVIDER shall submit an invoice to the CITY for services rendered during the contract period. The CITY shall initiate authorization for payment after receipt of said invoice and shall make payment to the SERVICE PROVIDER within thirty (30) days thereafter.

F. When subcontracting services or purchasing goods from third parties, as identified and approved in this Agreement, the SERVICE PROVIDER must submit written documentation establishing that the goods and/or services have been provided and the third party has been paid in order to receive payment for such goods and/or services.

G. Invoices may be submitted immediately following performance of services, but in no event shall an invoice be submitted more than twenty (20) business days following the end of the contract term or the end of the calendar year, whichever is earlier.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for all actual or alleged negligent acts and for all actual or alleged negligent acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

C. As an independent contractor, the SERVICE PROVIDER shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

D. It is recognized that the SERVICE PROVIDER may or will be performing services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with the SERVICE PROVIDER'S ability to perform the services. The SERVICE PROVIDER agrees to resolve any such conflicts of interest in favor of the CITY.

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

The CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee, agent or servant from employment on this Project. The SERVICE PROVIDER may however employ that individual on other non-CITY related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER Indemnification. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all reasonable attorney fees) to or by any and all persons or entities, including, without limitation, their

respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the SERVICE PROVIDER'S breach of this Agreement. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The SERVICE PROVIDER'S indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefit acts or programs. This waiver has been mutually negotiated by the parties.

B. CITY Indemnification. The CITY agrees to indemnify, defend and hold the SERVICE PROVIDER, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and reasonable attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the CITY, its employees or agents. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

C. Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

8. INSURANCE.

A. The SERVICE PROVIDER shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the SERVICE PROVIDER, their agents, representatives, employees or subcontractors.

B. The SERVICE PROVIDER shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual;

products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

3. Professional Liability insurance written on an occurrence basis with limits of no less than \$2,000,000 per claim, and \$2,000,000 policy aggregate limit.

C. With the exception of Professional Liability, the CITY shall be named as an additional insured on the insurance policy, as respect to work performed by or on behalf of the SERVICE PROVIDER and a copy of the endorsement naming the CITY as additional insured shall be attached to the Certificate of Insurance.

D. The SERVICE PROVIDER'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

E. Any payment of deductible or self-insured retention shall be the sole responsibility of the SERVICE PROVIDER.

F. The SERVICE PROVIDER'S insurance shall be primary insurance as respect to the CITY and the CITY shall be given written notice of any cancellation, suspension or material change in coverage within two (2) business days of SERVICE PROVIDER'S receipt of such notice.

9. TREATMENT OF ASSETS.

Upon full payment of all monies owed to SERVICE PROVIDER, title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement.

The CITY agrees, to the fullest extent permitted by law, to indemnify and hold the SERVICE PROVIDER harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the ASSETS by the CITY or any person or entity that obtains the ASSETS from or through the CITY.

10. COMPLIANCE WITH LAWS.

A. The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including being licensed to do business in the City of Tumwater by

obtaining a Tumwater business license and any additional regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. The SERVICE PROVIDER specifically agrees to pay any applicable CITY business and occupation (B&O) taxes which may be due on account of this Agreement.

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

C. Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles"

includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

D. If any assignment and/or subcontract have been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

E. Nondiscrimination in Benefits. **The provisions of this subsection are only applicable to contracts with an estimated value of \$50,000 or more.** Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, the SERVICE PROVIDER shall provide employee benefits or an equivalent sum to the domestic partners of their employees involved in the SERVICE PROVIDER'S operations applicable to this Agreement if such benefits are provided to employees' spouses as more particularly set forth in Chapter 3.46 of the TMC, a copy of which is attached hereto as Exhibit B.

12. ASSIGNMENT/SUBCONTRACTING.

A. The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

C. Any technical service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. NON-APPROPRIATION OF FUNDS.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the CITY will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the CITY in the event this provision applies.

14. CHANGES.

Either party may request changes to the Scope of Services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

15. MAINTENANCE AND INSPECTION OF RECORDS.

A. The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.

B. The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

C. To ensure the CITY'S compliance with the Public Records Act, RCW 42.56, the SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

D. Notwithstanding the foregoing, the CITY's right to inspect, copy and audit shall not extend to the composition of the SERVICE PROVIDER'S rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

16. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

17. PROHIBITED INTEREST.

No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

18. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the signature page of this Agreement.

19. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

20. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Washington. It is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained in the superior court of Thurston County, Washington.

21. SEVERABILITY.

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

22. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

23. WAIVER OF CONSEQUENTIAL DAMAGES

Neither the CITY nor the SERVICE PROVIDER shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of markets, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

Signatures on next page

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

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 Number: 503-830-9669

DocuSigned by:
Debbie Sullivan
945DD615DF7D4C0...
DEBBIE SULLIVAN
Mayor

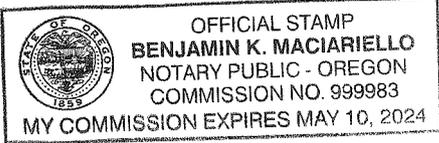
[Signature]
Signature (Notarized - see below)
Printed Name: Joe Richards
Title: Principal Engineer

ATTEST:
DocuSigned by:
Melody Valiant
C727D68D755A4FB...
Melody Valiant, City Clerk

APPROVED AS TO FORM:
DocuSigned by:
karen kirkpatrick
9C2747F30AD6419...
Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON Oregon
COUNTY OF THURSTON Multnomah

I certify that I know or have satisfactory evidence that Joe Richards (name) 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 Principal Engineer (title) of Stantec Consulting Services (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: June 27, 2022
[Signature]
Notary Public in and for the State of Washington, Oregon
My appointment expires: May 10, 2024



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

April 25, 2022

Project/File: City of Tumwater Pioneer Park Project

Dan Smith

City of Tumwater
555 Israel Road SW
Tumwater, WA 98501

Dear Dan Smith,

Reference: Pioneer Park Riparian Restoration

Project Understanding

Cardno, now Stantec, worked previously with the South Puget Sound Salmon Enhancement Group (SPSSEG) in 2012 and 2015 to review existing conditions and develop multiple alternatives for the Pioneer Park Project to reduce channel migration. Our conceptual designs balanced multiple stakeholder interests, including infrastructure, bank stability, sediment loading, and floater safety. Although the designs are no longer feasible due to excessive bank migration since 2015, the concept alternatives should still be viable to assist in addressing the project objectives.

The SPSSEG funded Pioneer Park Project objectives included: 1) limiting channel migration, 2) rehabilitating aquatic habitat within the project reach, 3) reducing fine grained sediment loading into the river (TMDL/Water Quality), 4) constructing features that are safe for river users, and 5) maintaining park aesthetics.

This 2022 Pioneer Park Restoration Project (Project) has many similarities to the SPSSEG funded endeavor with a shift in funding and emphasis. The site is in the same location and as stated previously the bank migration has continued and the fundamental objectives remain the same, but the funding source is now the Department of Ecology, shifting project emphasis towards reducing fine grained sediment loading in accordance with the TMDL. An initial project development step is to confirm objectives in collaboration with the City of Tumwater (City) to ensure that our team is in alignment with the project proponents. The project is divided into six tasks as described in the following sections.

Reference: Pioneer Park Riparian Restoration

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. Joe Richards will serve as the Project Manager and Principal in Charge. He will be responsible for overseeing and directing all aspects of project management. Chris Donley will serve as deputy PM and will provide oversight of QA/QC for the project. Delegation of PM responsibility may be undertaken at times to facilitate efficient delivery of the effort.
- 1.2. Up to five (5) meetings will be held throughout the 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.

| ASSUMPTIONS |
|--|
| <ul style="list-style-type: none"> > The duration of the project will continue through the construction of the project, which we assumed shall occur during the in-water work window of 2024. Assuming May 17th NTP (11/15/2024 Construction Complete). > For budgeting purposes meeting duration is assumed to be no more than two (2) 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. |
| DELIVERABLES |
| <ul style="list-style-type: none"> > 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. |

2. Task 2: Data Collection

Stantec will be responsible for data collection including topographic survey, hydrologic, hydraulic, and geomorphic analysis of the Pioneer Park Riparian Restoration project to provide the City with a final design package signed by a licensed professional engineer in the State of Washington. This will include the following:

- 2.1. Survey, Hydrologic, Hydraulic, and Geomorphic Analysis
 - Stantec, at a minimum, shall collect the existing top and toe of bank topography as needed to accurately portray the existing conditions on the plan set. New topography as well as channel cross sections and channel thalweg shots are needed to update and verify the hydraulic model. Additional bank features including vegetation as well as structure corners should also be verified during the survey. This data will be collected within the focus area using global positioning system (GPS) survey methods in real-time kinematic (RTK) mode.



Reference: Pioneer Park Riparian Restoration

- Hydrologic and Hydraulic Analysis within a HecRAS 2D Model will be completed to represent existing conditions at the site. The Existing Conditions model, used as the baseline for the Proposed Conditions model, will be calibrated and validated to known data points from nearby stream gauges and relevant flood photo information where available. Stantec will assume a maximum number of 4 steady-state flows to be run at each design iteration.
- The Proposed Conditions hydraulic model will be run for the 30% Preferred Alternative, 60%, 90%, and Final design phases. This will be done to meet the requirements of the no-rise condition (assuming that is the direction the City intends to follow), as well as show the localized effects of proposed design including depth, velocity, and shear stress to inform the design of the project.
- In the initial phase of site investigation, Stantec design engineers/geomorphologists will conduct a site assessment, photograph, and visually inspect the project site to assess reach-scale processes including local flow, scour, sediment characteristics, large woody debris (LWD) accumulations, hydraulic roughness and function, geomorphic conditions and stability of banks, with an emphasis placed on identifying existing hydraulic and geomorphic conditions. As Stantec conducts this work, they will be visualizing and discussing potential design alternatives, efficiently beginning the design process.

2.2. Cultural Resources and Wetlands

- A desktop cultural resource review will be initiated, and the findings of this effort may lead to a pedestrian survey as required by GEO 21-02. This task also includes a cultural resources report and an inadvertent discovery plan as required by the funding agency.
- A field delineation of the wetlands and waters will be conducted for the area, including mapping of ordinary high-water mark. Delineation will meet USACE and Washington Department of Ecology standards and will be used to guide permitting of the project. The site cultural resources report and inadvertent discovery plan must be completed and approved by Ecology and the Tribes prior to ground disturbing activities.

| |
|--|
| <p>Task Assumptions</p> |
| <ul style="list-style-type: none"> > One (1) iteration of the hydraulic model will be run for the 30% Preferred Alternative, 60%, 90%, and Final design phases. > 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 30% design report (see Task 3). > A Cultural Resource Pedestrian Survey is not included in this scope of work. If necessary due to results from desktop review or agency consultation it will be added through a change order process. |
| <p>Task Deliverables</p> |
| <ul style="list-style-type: none"> > Existing Conditions Hydraulic Model > Hydrology and Hydraulics Appendix for Design Report (provided at each of the 30%, 60%, 90%, and 100% design phases) > Geomorphic Analysis Appendix (provided at each of the 30%, 60%, 90%, and 100% design phases) |

Reference: Pioneer Park Riparian Restoration

- > Final Proposed Conditions HecRAS 2D Model shall be supplied to the City upon project completion.
- > Technical memo reporting the cultural resources desktop review findings and an inadvertent discovery plan as required by the funding agency.

3. Task 3: Preliminary Plans and Design Report

3.1. Concept Alternatives (30% Design)

- At the 30% Design level, Stantec will create a maximum of 3 design alternatives in collaboration with the City.
- A 30% Concept Alternatives Evaluation Matrix will be completed for the City to utilize in stakeholder discussions. Matrix will include issues relevant to the decisions making process such as potential cost, timeline, impact to recreation and park usage, bank stability, habitat or stream restoration enhancements, etc. in coordination with the City.
- A 30% Design 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.

3.2. 60% design development

60% design development stage will be focused on advancing the chosen 30% preferred alternative to a level that can be used for project permitting. The 60% level design and report will contain the following:

- 60% level plan set (Permit Set) limited to required information for permitting
- 60% Engineer's Cost Estimate

Reference: Pioneer Park Riparian Restoration

| Task Assumptions |
|--|
| <ul style="list-style-type: none"> > Up to three (3) alternatives will be developed and prioritized. Additional alternatives may be added to the Scope of Work at approved hourly rates. > Milestone deliverables (30% and 60%) 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. |
| Task Deliverables |
| <ul style="list-style-type: none"> > 30% Design Plans > 30% Alternative Evaluation Matrix > 30% Design Report > 30% Preliminary Planning Level Cost Estimate > 60% Design Plans including 60% TESC, dewatering, and stream diversion plans > 60% Design Report > 60% Engineer's Cost Estimate > 60% Special Provisions Outline > 60% Cut/Fill Volumes for Permit Requirements > 60% Environmental Permit Identification |

4. Task 4: Permitting

Stantec will complete required permitting, submitted after 60% designs are complete. Required permits will include:

- 4.1. Archeological and Cultural Resources Report (GEO 21-02)
- 4.2. Hydraulic Project Approval (HPA)
- 4.3. State Environmental Policy Act (SEPA)
- 4.4. Water Quality Certification (Section 401)
- 4.5. JARPA (Section 404)
- 4.6. Critical Areas Ordinance Certificate of Compliance
- 4.7. No-Rise Certification Statement
- 4.8. 319 Load Reduction Reporting - STEPL

Reference: Pioneer Park Riparian Restoration

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.

| TESC ASSUMPTIONS |
|--|
| <ul style="list-style-type: none"> > All meetings and communication associated with Task 4, are covered under this task. > 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 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. > 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. |
| <ul style="list-style-type: none"> > 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. |

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.

5.1. The 90% plan set will include:

- Cover sheet
- Notes, Legend, and Summary of Quantities
- TESC, dewatering, and stream diversion plan
- Structure plan, profile, and details
- Large woody debris and/or other habitat elements details

Reference: Pioneer Park Riparian Restoration

- Planting plan and details
- 5.2. 90% Design Report
 - 5.3. 90% Engineers Cost Estimate
 - 5.4. Technical Specifications

| Task Assumptions |
|---|
| <ul style="list-style-type: none"> > Meetings associated with Task 5, will be covered under Task 1: Project Management and Meetings > 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 16 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. |
| Task Deliverables |
| <ul style="list-style-type: none"> > 90% Design Plans > 90% Design Report > 90% Engineer's Cost Estimate > 90% Draft Technical Specifications |

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. The Final Design Set will include:

- 6.1. Engineer-stamped construction-level Final Plans
- 6.2. Final Engineer's Cost Estimate
- 6.3. Technical Specifications

| Task Assumptions |
|--|
| <ul style="list-style-type: none"> > Final Design Report shall be a compilation of all plans, processes, modeling results, permits, and project communications leading up to the Final Design. |

Reference: Pioneer Park Riparian Restoration

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

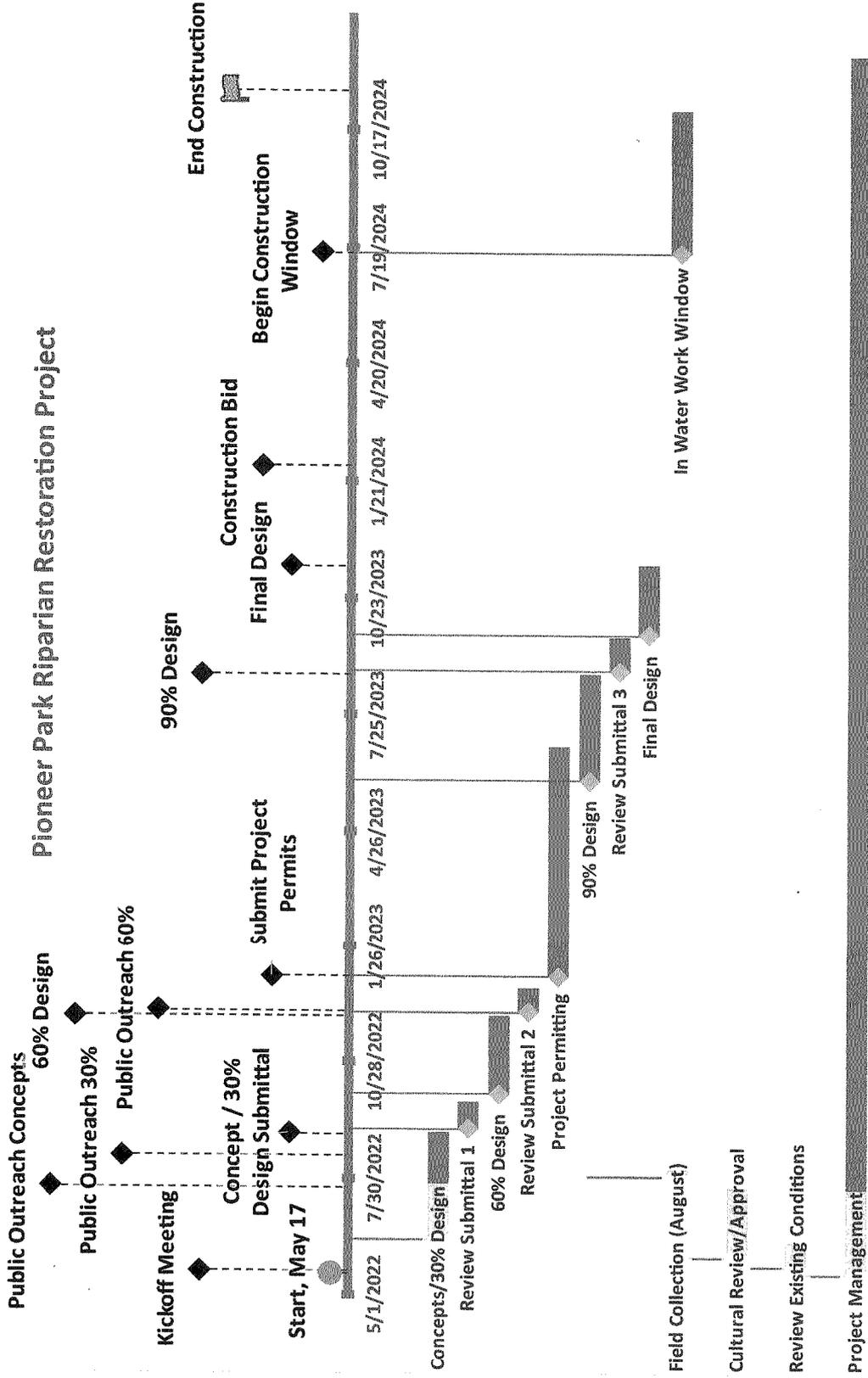
7. Proposed Schedule

| Task/Deliverable | Completion Date |
|---|-----------------|
| Notice to Proceed | 5/17/2022 |
| Kickoff meeting | 5/19/2022 |
| Draft Cultural Resources Report and Inadvertent Discovery Plan | 6/15/2022 |
| Site Investigation, Site Survey Data Collection and Analysis | 7/20/2022 |
| Concept Alternatives (30% Design) | 9/02/2022 |
| 60% Design Plans, Design Report, and Cost Estimate | 12/02/2022 |
| JARPA Submittal | 1/02/2023 |
| 90% Design Plans, Design Report, Cost Estimate, and Technical Specifications | 8/25/2023 |
| 100% Design Plans, Design Report, Cost Estimate, and Technical Specifications | 11/17/2023 |
| Bid Solicitation | 2/02/2024 |
| Construction | 7/15/2024 |

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



Pioneer Park Riparian Restoration Project





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8. Proposed Budget

| Top Task/Deliverable | Top Task Budget |
|---|------------------|
| Task 1: Project Management and Meetings | \$26,828 |
| Task 2: Data Collection | \$43,484 |
| Task 3: Preliminary Plans and Design Report | \$34,361 |
| Task 4: Permitting | \$20,430 |
| Task 5: 90 Percent Plans and Design Report | \$19,174 |
| Task 6: Final Plans and Design Report | \$9,467 |
| Total Project Cost | \$153,744 |

Respectfully,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in black ink, appearing to read "Joe Richards".

Joe Richards PE, CWRE
Stantec
Principal Engineer
Mobile: 503-830-9669
joe.richards@stantec.com

NON-DISCRIMINATION IN BENEFITS AFFIDAVIT

(Must Be Completed for All Bids in Excess of \$50,000.00)

State of Washington)
County of) ss
)

Chapter 3.46 of the Tumwater Municipal Code provides for non-discrimination in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse by contractors providing supplies or services to the city estimated to cost fifty thousand dollars (\$50,000) or more.

Joe Richards

, being first duly sworn, on their oath, states

that they have reviewed Chapter 3.46 of the Tumwater Municipal Code and hereby

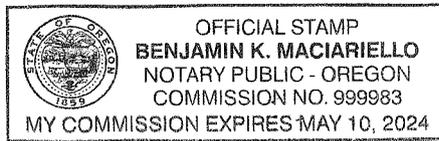
certifies that Stantec, Inc. is in compliance
(Name of Firm)

with TMC 3.46.

Signed [Signature]
Joe Richards
Type/Print Name

Subscribed and sworn to before me this 28 day of June, 2022

[Signature]
Benjamin K Maciariello
Type/Print Name



Notary Public in and for the State of
Washington, Oregon
My commission expires May 10, 2024