

**SECOND AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
ON-CALL ENGINEERING SERVICES – SCJ Alliance**

This Second Amendment ("Amendment") is dated effective this _____ day of _____, 2024, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and SHEA CARR & JEWELL, INC. (DBA SCJ Alliance), a Washington corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective March 23, 2023, and an Amendment dated December 27, 2023, whereby the SERVICE PROVIDER agreed to provide on-call engineering 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 continue the services described in Section 1 of the Agreement by extending the term of the Agreement, and increasing the compensation paid to the SERVICE PROVIDER.

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

1. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2025.

2. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement” 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 Eighty-Thousand and 00/100 Dollars (\$80,000). 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-Thirty Thousand and 00/100 Dollars (\$130,000).

*** Signatures on Following Page ***

