

**FIRST AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
ON-CALL ENGINEERING SERVICES – HDR ENGINEERING, INC.**

This First 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 HDR Engineering, Inc., a Nebraska corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective April 28, 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 extended term of the Agreement, Section 4.C. shall be amended to update the hourly rates as detailed in Exhibit A-4 commencing on January 1, 2025, and increase the compensation paid to the SERVICE PROVIDER by an additional amount not to exceed Seventy-Five Thousand and 00/100 Dollars (\$75,000). 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 Forty-Five and 00/100 Dollars (\$145,000).

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:

HDR Engineering Inc.
905 Plum Street SE, Suite 200
Olympia, WA 98503
UBI No. 601-021-437
Phone No. 360-570-4400

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

COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that _____(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 _____(title) of _____(company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:_____

Notary Public in and for the State of Washington,
My appointment expires:_____.

STATE OF WASHINGTON

COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that _____(name)
is the person who appeared before me, and said person acknowledged that (he/she) signed this
instrument, and acknowledged it to be (his/her) free and voluntary act for the uses and purposes
mentioned in the instrument.

Dated:_____

Notary Public in and for the State of Washington,
My appointment expires:_____