

**FOURTH AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
PERCIVAL CREEK FISH PASSAGE BARRIER REMOVAL PROJECT**

This Fourth 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 PBS Engineering and Environmental Inc., a Washington corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective November 23, 2021, First Amendment dated October 21, 2022, Second Amendment dated November 17, 2022, and Third Amendment dated March 30, 2023, whereby the SERVICE PROVIDER agreed to provide design and construction support 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. SCOPE OF SERVICES.

Section 1 of the Agreement is amended to provide for additional services as more particularly described and detailed in Exhibit "A-3," 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, 2025.

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-3" 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 Eighty Seven and Zero Dollars 00/100 (\$49,987.00). The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement, the First Amendment, Second Amendment, Third Amendment, and this Fourth Amendment shall be an amount not to exceed Three Hundred One Thousand Seventy-Five and 00/100 Dollars (\$301,075.00).

****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:

PBS Engineering and Environmental LLC
4412 S Corbett Avenue
Portland, OR 97239
UBI No. 93-0870218
Phone No. 360-695-3488

Debbie Sullivan
Mayor

Signature (Notarized – see below)
Printed Name: Dustin Cooley
Title: Senior Transportation Manager

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

STATE OF OREGON

COUNTY OF MULTNOMAH

I certify that I know or have satisfactory evidence that Dustin Cooley 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 Senior Transportation Manager of PBS Engineering and Environmental LLC 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 Oregon,
My appointment expires: _____.

EXHIBIT A-3

Scope of Services

PERCIVAL CREEK PROJECT – CONSTRUCTION SUPPORT Amendment 4

CONSTRUCTION TASKS, DELIVERABLES, AND SCHEDULE

TASK 1.0 Management and Administration

1.1 Project Management and Administration

For the purposes of defining the scope of this project management and administration task, the duration of the construction phase is assumed to be thirteen (13) months, from November 2024 through December 2025 in support of project construction.

The following services are included:

- Prepare monthly invoices and progress reports
- Maintain project files and documentation.

1.2 Project Coordination and Meetings

Provide coordination and direction to the project team in support of amended tasks within this scope of work. The approach to project coordination through construction is to hold project meetings with key project team members and representatives from the City. These meetings will have specific agendas addressing and resolving project issues as they are encountered.

The following meetings are included:

- Project construction kickoff meeting
- Additional monthly project coordination meetings in support of additional scope as described within the amendment.
- Limited weekly site construction meetings
- Internal consultant design team meetings in support of design and coordination processes.

Task 1 Assumptions:

- Project construction kickoff meeting will occur by conference call and be two hours in length. Up to three (3) consultant team members will be in attendance.
- Project site construction meetings will occur weekly at City or Contractor provided facility during scheduled construction for three hours in length not including travel time. PBS assumes attendance up to two (2) of the site construction meetings when invited by City. Up to two (2) project specific key consultant team members will be in attendance.

- Project management team meetings will occur once a month by conference call and be thirty minutes in length. Up to one (1) consultant team member will be in attendance.
- Internal team coordination meetings will occur monthly by conference call and be thirty minutes in length. Up to three (3) consultant team members will be in attendance.
- The duration of construction support phase is assumed to be thirteen (13) months, from November 2024 through December 2025.

Task 1 Deliverables:

- Monthly progress reports and invoices
- Meeting agenda and summaries

TASK 2.0 Construction Services

The Consultant shall support the City with construction engineering services including updates to the signed plans based on markups provided via email on October 8, 2024 and comments received from WSDOT Local Programs review. The Consultant during the remainder of the project will provide limited engineering services and construction support as follows.

2.1 Construction Engineering

PBS will support the City with design updates to plans in support to City advertisement of the project. This will include initial revisions to plans and one round of minor review comments prior to signing and submitting the final plans for advertisement.

2.2 Site Construction Support

At the project site during construction PBS will review Contractor’s proposed layout of LWM and provide recommendations to the City for revised placement if required. PBS will attend two (2) hour streambed evaluation preconstruction meeting and on-site streambed meeting.

2.3 Material Submittals

PBS will receive and review material submittals (Manufacturer’s Certificates of Compliance, Certificates of Material Origin, cut sheets, Qualified Product List sheets, etc.), construction sequence schedules, shop drawings, and other items required from the Contractor to ensure compliance with contract requirements. PBS will review the following submittals, including but not limited to: material-specific submittals, HMA mix designs, landscape items, and others required by construction contract specifications.

PBS will receive, review, and maintain material submittals. Upon completion of review, PBS will provide and submit approved submittals to the City of appropriate approval requirements.

2.4 Responses to Questions and Change Orders

PBS will assist the City in response to requests for information (RFI) by the Contractor and provide supplemental information as needed to maintain the progress of the work. If field adjustments are required, as a result of a change in conditions or a desired change by the City, PBS will prepare necessary

change order documents and plan revisions for approval by City staff. PBS will provide the City with draft change order documents for review, approval, and issuance to the Contractor.

PBS' responsibilities will include the following:

- PBS will support City with addressing questions during bid advertisement. Support may include preparing project plan changes for addenda.
- PBS will assist the City with addressing construction questions and RFIs from the Contractor.
- PBS will assist the City with processing RFCs from the Contractor.
- PBS will assist the City with preparing change orders and provide these to the City for approval and issuance to the Contractor.
- PBS will prepare minor design changes associated with change orders (including exhibits) during the construction process.

PBS' Exclusions:

- Approval of change order paperwork to Contractor.
- As-builts
- Site-visits other than as outlined in Tasks 1.2 & 2.2

Task 2 Assumptions:

All work within this Task will be on an as-needed basis with the City providing requests and direction to Consultant for task assistance. As a basis for fees the following assumptions are provided:

- Attend virtual preconstruction conference (Task 1.2)
- Attend virtual Streambed Preconstruction Conference (2 hrs)
 - City and Contractor to schedule
 - Up to two (2) consultant team members will be in attendance.
- Attend on-site Streambed Evaluation and LWM meetings (8 hrs each) plus travel time
 - City and Contractor to schedule
 - Up to two (2) consultant team members will be in attendance to each meeting.
- Review up to 3 material submittals based on current engineer's estimate (4 hrs each)
 - Within 5 business days of receipt
- Address up to 2 RFI's (4 hrs each)
 - Within 5 business days of receipt
- Prepare up to 2 change orders (6 hrs each)
 - Schedule to be determined at time of receipt
- Prepare up to 2 minor design changes (12 hrs each)
 - Schedule to be determined at time of receipt

Task 2 Deliverables:

- Copies of approved material submittals.
- Copies of written communications with the Contractor
- Copies of RFIs to the City staff
- Draft Change Orders to the City for approval and issuance to the Contractor
- Draft and Final Plan sheets for design changes or change orders
- Site visit summary notes (As requested)

CITY'S RESPONSIBILITIES

The City Will:

- Respond with comment to deliverables within 15 business days following receipt of a deliverable.
- Manage the relationship with other jurisdictions involved in the project, with adjacent property owners, and with the general public.
- Lead the public involvement process supported by Consultant. The City will coordinate and work with property owners during construction.
- Coordinate utilities relocation and to facilitate the timely receipt of utility data from the utility companies and other public agencies.
- Provide construction management and inspection services.

Percival Creek Project - Construction Support

		PBS 2024 Labor Class & Rates					PBS	REMAINING	AMENDED	
		<i>Engineer VIII</i>	<i>Landscape Planner VII</i>	<i>Engineer V</i>	<i>Engineer III</i>	<i>Admin III</i>	<i>Expense</i>	TOTAL	BUDGET	BUDGET
0010	Task 100 - Project Management							\$19,977.00		\$19,977.00
	Project Management & Administration	13.00				26.00		\$6,110		\$6,110.00
	Project Coordination and Meetings	24.00	11.00	21.50	3.50		1,124.00	\$13,867		\$13,867.00
								\$0		\$0.00
	Task 200 - Construction Support							22,010.00		\$22,010.00
	Construction Engineering	2.00	2.00	8.00	16.00			5,108.00		\$5,108.00
	Site Construction Support		14.00	12.00	4.00		562.00	6,454.00		\$6,454.00
	Material Submittals		4.00	8.00				2,360.00		\$2,360.00
	Response to Questions and Change orders		4.00	24.00	16.00			8,088.00		\$8,088.00
								0.00		\$0.00
Management Reserve							8,000.00		\$8,000.00	
Management Reserve						8,000.00	8,000.00		\$8,000.00	
							\$0.00			
Reimbursable Expenses							0.00		\$0.00	
<i>Copies and Reprographics</i>							0.00			
<i>Expenses</i>							0.00			
<i>PBS Travel</i>							0.00			
	TOTAL HOURS	39.00	35.00	73.50	39.50	26.00				
	HOURLY RATES	240.00	210.00	190.00	168.00	115.00				
	TOTAL DOLLARS	\$ 9,360.00	\$ 7,350.00	\$ 13,965.00	\$ 6,636.00	\$ 2,990.00	\$ 9,686.00	\$49,987.00	\$0.00	\$49,987.00

