

**SECOND AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
BREWERY WELLFIELD DEVELOPMENT**

This Second 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 RH2 ENGINEERING INC., a Washington corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective January 26, 2018 and First Amendment dated April 8, 2021, whereby the SERVICE PROVIDER agreed to provide design 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 expand the scope of services described in Section 1 of the Agreement, extend the term of the Agreement, and increase the compensation paid to the SERVICE PROVIDER for performing the expanded 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 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 January 31, 2026.

3. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement and providing the expanded services described in Exhibit "A-1" Scope of Work, Exhibit "B-1" Fee Estimate, Exhibit C-1

Schedule of Fees, and Exhibit D-1 Wellfield Development Budget Summary, 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 of TWO HUNDRED NINETY THOUSAND TWO HUNDRED THIRTY and ZERO/100 Dollars (\$290,230.00). The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement, First Amendment, and this Second Amendment shall be an amount not to exceed SEVEN HUNDRED FIVE THOUSAND TWO HUNDRED THIRTY and ZERO/100 Dollars (\$705,230).

****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:
RH2 Engineering Inc.
22722 29th Drive SE Suite 210
Bothell, WA 98021
Tax ID #: 91-1108443
Phone Number: 425-951-5400

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 _____.