

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

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 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

Debbie Sullivan
Mayor

Signature (Notarized – see below)
Printed Name: Joe Richards
Title: Principal Engineer

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

State of _____

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 _____ 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 _____
My appointment expires _____

Exhibit A-1



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

June 5, 2023

Project/File: City of Tumwater Pioneer Park Project / 185706094

Dan Smith
City of Tumwater
555 Israel Road SW
Tumwater, WA 98501

Dear Dan Smith,

Reference: Pioneer Park Riparian Restoration Amendment #2

Introduction

This scope and budget revision has been prepared at the request of the City of Tumwater to address stakeholder concerns with the direction the project. The previous direction intended to avoid USACE permitting by moving the project impact out of the Ordinary High Water (OHW) of the Deschutes River by focusing on bank revetments to stabilize the meander bend in an expedited manner since USACE permitting for removal/fill below OHW was estimated to be 2-year process. This scope will return to a more holistic project that focuses on in-water treatments to promote stability of the meander bend through flood plain inundation and inclusion of aquatic habitat elements including large woody material (LWM) structures below OHW. The basis of this scope and fee is the original scope for the effort modified to fit our understanding of current needs. We assume monies remaining in the current project budget will be reallocated to the effort moving forward.

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 2022/2023 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

Reference: Pioneer Park Riparian Restoration Amendment #2

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.

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. Project Management

Kate Klavon will serve as the Project Manager and Joe Richards will serve as Principal in Charge. They will be responsible for overseeing and directing all aspects of project management. Delegation of PM responsibility may be undertaken at times to facilitate efficient delivery of the effort.

1.2. Project Meetings

Five (5) project meetings have already been held up to this point. It is anticipated an additional five (5) meetings will be held throughout the remaining 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.

Task Assumptions

- > 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 2025. Assuming June 15st NTP and a two-year permitting process (7/15/2027 Construction Complete).
- > For budgeting purposes meeting duration is assumed to be no more than one (1) 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.

Task Deliverables

- > 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.

Reference: Pioneer Park Riparian Restoration Amendment #2

2. Task 2: Data Collection and Analysis

Stantec completed Task 2 data collection field work including survey and geomorphic analysis activities during the summer of 2022. Stantec also completed cultural resources and wetlands delineation tasks and reporting. No additional effort is anticipated for cultural resources or wetlands delineation.

2.1. Survey, Hydrologic, Hydraulic, and Geomorphic Analysis

- We anticipate a 1-day site visit to confirm modeling results and design direction for (3) Stantec Staff. Data will be collected within the focus area using global positioning system (GPS) survey methods in real-time kinematic (RTK) mode.
- The Existing Conditions hydraulic model has already been completed and calibrated for the project site under the Deschutes Flood Reduction Study. This model will be utilized as the existing conditions model for Pioneer Park.
- The Proposed Conditions hydraulic model will be run for the Conceptual 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.

2.2. Cultural Resources and Wetlands

The deliverables for the cultural resources and wetlands have been completed and submitted to the City as follows:

- Cultural Resources Monitoring Plan, October 21, 2022
- Cultural Resources Monitoring Memorandum, November 30, 2022
- Wetland Delineation Report, April 7, 2023

Task Assumptions

- > 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).
- > Hydrology for this site is already developed and existing flowrates will be utilized.
- > Results of the Hydrology and Hydraulics and Geomorphic Analysis will be included in the Design Reports of the listed design phases.

Task Deliverables

- > No Deliverables on this Task.

Reference: Pioneer Park Riparian Restoration Amendment #2

3. Task 3: Preliminary Plans and Design Report

Additional tasks necessary to support the Pioneer Park Riparian Restoration project and to provide the City with a final design package signed by a licensed professional engineer in the State of Washington include the following:

3.1. Concept Alternatives Development and Analysis

- Conceptual Alternatives and Evaluation Matrix – Stantec will create a maximum of 3 conceptual level design alternatives based on the previously submitted Cardno submittals in collaboration with the Stakeholders. A Conceptual 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.
- Conceptual Alternative Memorandum – Stantec will develop a Conceptual Alternative Memorandum, which will include 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 summary of the evaluation matrix and preferred alternative.

3.2. 60% Design Plans and Design Report

- 60% design development stage will be focused on advancing the chosen preferred Conceptual Alternative to a level that can be used for project permitting. 60% level plan set (Permit Set) limited to required information for permitting.
- 60% Engineers Cost Estimate and Specifications Outline – Stantec will develop an Engineers Cost Estimate based on 60% level quantities. A specification outline will also be developed in collaboration with cost estimate.
- 60% Design Report – A Design Report will be developed based on the Conceptual Alternatives Memorandum. This report will include documenting project background, goals, summary of data collected, specific design criteria used for each element of the design, a summary of the Concept Alternatives Memorandum and chosen alternative. The report will also document the hydrology and hydraulic model approach and results.

Reference: Pioneer Park Riparian Restoration Amendment #2

Task Assumptions

- > Meetings associated with Task 3, will be covered under Task 1: Project Management and Meetings
- > 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 at Conceptual Level 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.
- > Milestone deliverables at 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).

Task Deliverables

- > Conceptual Design Plans for up to three (3) Alternatives
- > Alternative Evaluation Matrix
- > Conceptual Alternatives Memorandum
- > Preliminary Planning Level Cost Estimate for up to three (3) Alternatives
- > 60% Design Plans
- > 60% Design Report
- > 60% Quantities and Engineer's Estimate
- > Specifications Outline

4. Task 4: Permitting and Environmental Compliance

Stantec will engage with the Corps and Ecology with support from the City at the conceptual design phase to obtain buy-in to facilitate the permitting process. 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) (Completed 2022)
- 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)

Reference: Pioneer Park Riparian Restoration Amendment #2

4.6. Critical Areas Ordinance Certificate of Compliance

4.7. No-Rise Certification Statement

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.

4.8. 319 Load Reduction Reporting – STEPL

Task Assumptions

- > 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.
- >

Task Deliverables

- > 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.

Reference: Pioneer Park Riparian Restoration Amendment #2

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. Stantec will conduct an Internal Technical Review and will utilize feedback to finalize the 90% design. Stantec will prepare a 90% Plan submittal that will incorporate all changes made during the 90% design phase.

5.1. The 90% plan set will include:

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

5.2. 90% Engineers Cost Estimate and Technical Specifications

5.3. 90% Design Report

Task Assumptions

- > Meetings associated with Task 6, 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.
- > CORPs permitting process assumed to be 2 years from date of submittal before work will begin on the 90% Plans and Design Report.

Task Deliverables

- > 90% Design Plans
- > 90% Engineer's Cost Estimate
- > 90% Draft Technical Specifications
- > 90% Design Report

Reference: Pioneer Park Riparian Restoration Amendment #2

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. Final Construction Plans (signed and stamped by a licensed Washington engineer)
- 6.2. Final Engineer's Cost Estimate and Technical Specifications
- 6.3. Final Design Report

Task Assumptions

- > Meetings associated with Task 6, will be covered under Task 1: Project Management and Meetings
- > Final Design Report shall be a compilation of all plans, processes, modeling results, permits, and project communications leading up to the Final Design.
- > 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 Engineer's Cost Estimate
- > Final Technical Specifications (signed and stamped by a licensed Washington engineer)
- > Final Design Report
- > Final No-Rise Certification Documentation

Reference: Pioneer Park Riparian Restoration Amendment #2

7. Proposed Schedule

Task/Deliverable	Completion Date
Notice to Proceed	5/17/2022 - completed
Kickoff meeting	5/19/2022 - completed
Draft Cultural Resources Report and Inadvertent Discovery Plan	6/15/2022 - completed
Site Investigation and Site Survey Data Collection	7/20/2022 - completed
Scope of Work Amendment Approved	6/15/2023
Concept Alternatives Development	10/02/2023
60% Plans and Design Report	3/01/2024
Permitting and Environmental Compliance	3/15/2024
90% Plans and Design Report	6/15/2026
Final Plans and Design Report	9/01/2026
Bid Solicitation Support – not included in scope	3/15/2027
Construction Support – not included in scope	7/15/2027

8. Proposed Budget

The total fee for the work described above is \$123,848. Stantec will utilize the remaining budget from the original SPA fee and is requesting an additional \$49,955 to complete this work.

Top Task/Deliverable	Original SPA Fee	Amendment #2 Fee	Total Fee
Task 1: Project Management and Meetings	\$26,828	\$13,081	\$39,909
Task 2: Data Collection and Analysis	\$43,484	\$17,583	\$61,067
Task 3: Preliminary Plans and Design Report	\$34,361	\$15,055	\$49,416
Task 4: Permitting and Environmental Compliance	\$20,430	\$1,746	\$22,176
Task 5: 90% Plans and Design Report	\$19,174	\$1,519	\$20,693
Task 6: Final Plans and Design Report	\$9,467	\$971	\$10,438
Total Project Cost	\$153,744	\$49,955	\$203,699

Respectfully,

STANTEC CONSULTING SERVICES INC.



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