



## **AMENDMENT NO. 1**

TO

Contract NO. C2500002

BETWEEN THE

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

**City of Tacoma**

PROJECT TITLE: Stormwater Contaminants of Emerging Concern in Western Washington

PURPOSE: To amend the Agreement between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and the City of Tacoma, hereinafter referred to as "CITY" or "Contractor."

WHEREAS, This Agreement is undergoing an increase in scope and extension of the timeline to allow for completion of the work described below.

WHEREAS, Due to implementation of enterprise data collection and reporting requirements the agreement is amended to add Subcontractor Payment Reporting Requirements – Access Equity language.

IT IS MUTUALLY AGREED the Agreement is amended as follows:

1) The Period of Performance is amended to read as follows:

The period of performance is extended from December 31, 2025 to March 31, 2028.

2) The Budget is amended to read as follows:

The total compensation is increased by \$2,099,756, from \$1,224,287 to \$3,324,043.

3) The Scope of Work is amended to add deliverables to tasks 1.0, 4.0, 5.0, and 6.0 and reads as follows. Deleted text is indicated with strike thru (~~sample~~) and new text is underlined (sample).

### **TASK 1.0: PROJECT MANAGEMENT**

#### Task 1 Deliverables:

D 1.9: TAC Meeting 5 Notes

D 1.10: TAC Meeting 6 Notes  
D 1.11: TAC Meeting 7 Notes  
D 1.12: TAC Meeting 8 Notes  
D 1.13: 5<sup>th</sup> Semi-annual Project Report  
D 1.14: 6<sup>th</sup> Semi-annual Project Report  
D 1.15: 7<sup>th</sup> Semi-annual Project Report  
D 1.16: 8<sup>th</sup> Semi-annual Project Report  
D 1.17: QAPP Addendum

## **TASK 4.0: SAMPLE COLLECTION AND MONITORING**

### Task 4 Deliverables:

D 4.5: Field notes (with photo documentation) and associated COCs for each targeted event and location - Phase 2  
D 4.6: Field notes (with photo documentation) for each sediment sampling deployment and collection event with COCs - Phase 2  
D 4.7: Compiled and dated laboratory reports available on Project SharePoint site - Phase 2

### Assumptions:

- Task D4.7 costs include laboratory analysis for both Phase 1 and Phase 2 as very few lab costs were estimated in Phase 1. These costs are \$431,935 for water analysis and \$78,640 for sediment analysis.
- Task D4.7 contains a fee of \$90,630 for microplastics analysis at Eurofins for both water and sediment samples. This is in addition to the microplastics analysis which will be done by VIMS. In this way we will obtain both concentration and count data for microplastics.
- In addition to the task budgets identified above, a 10% contingency on deliverables D4.5, 4.6, and 4.7 totaling \$143,876 is included in Table 3.

## **TASK 5.0: DATA MANAGEMENT AND ANALYSIS**

### Task 5 Deliverables:

D 5.3 Conceptual layout of communications dashboard  
D 5.4 Draft external communications dashboard  
D 5.5 Final external communications dashboard  
D 5.6 Quality Assurance worksheets for each event - Phase 2

### Assumptions:

- The external communications dashboard will be built in R Shiny. If it is determined that Ecology cannot host an R Shiny dashboard the platform will be changed to PowerBI and hosted on Ecology's servers.
- In addition to the task budgets identified above, a 10% contingency on deliverables D5.3, 5.4, 5.5, and 5.6 totaling \$20,644 is included in Table 3.

## **TASK 6.0: COMMUNICATION AND REPORTING**

Phase 2 of this task will include the final report, submission of data to the data.wa.gov database, and three presentations. One presentation will be to the SWG, another at a western Washington APWA meeting, and the last at a local or regional conference. A draft two-page summary of the project findings and photos will also be prepared by the City and finalized by Ecology to be included in the SAM fact sheet.

A final report will be developed to summarize the purpose, objectives, methods, and results of the study. A draft report will be reviewed by the City and the TAC, then Ecology, and a final draft will be reviewed by Ecology.

### Task 6 Deliverables:

D 6.2: Draft Report

D 6.3: Final Report

D 6.4: Proof of submission to data.wa.gov database

D 6.5: Three presentations in PowerPoint format

D 6.6: Draft two-page project summary using SAM fact sheet template

- 4) Table 3 in the project budget and schedule section in the Scope of Work is amended to add deliverables to tasks 1.0, 4.0, 5.0, and 6.0 and reads as follows. Deleted text is indicated with strike thru (~~sample~~) and new text is underlined (sample).

**Table 3: Deliverable, dates, and costs.**

Task	Cost	Target Dates
<b>Task 1 -Project Management</b>		
D1.1 - Notes from TAC Meeting #1	\$3,750	August 2024
D1.2 - Notes from TAC Meeting #2	\$3,750	January 2025
D1.3 - Notes from TAC Meeting #3	\$3,750	July 2025
D1.4 - Notes from TAC Meeting #4	\$3,750	January 2026
D1.5: 1st Semi-annual Project Report	\$9,000	September 2024
D1.6: 2nd Semi-annual Project Report	\$10,600	January 2025
D1.7: 3rd Semi-annual Project Report	\$11,500	July 2025
D1.8: 4th Semi-annual Project Report	\$13,000	December 2025
D1.9 - Notes from TAC Meeting #5	\$7,661	July 2026
D1.10 - Notes from TAC Meeting #6	\$7,661	January 2027
D1.11 - Notes from TAC Meeting #7	\$7,661	July 2027
D1.12 - Notes from TAC Meeting #8	\$7,661	January 2028
D1.13: 5th Semi-annual Project Report	\$7,661	July 2026
D1.14: 6th Semi-annual Project Report	\$7,661	January 2027
D1.15: 7th Semi-annual Project Report	\$7,661	July 2027
D1.16: 8th Semi-annual Project Report	\$7,661	January 2028
D1.17 QAPP Addendum	\$5,296	January 2026
<b>Task 2 -Planning for Monitoring</b>		
D2.1: GIS analysis results for each basin	\$65,000	December 2024
D2.2: Equipment Purchases and Inventory	\$160,412	December 2024
D2.3: Draft QAPP	\$66,500	October 2024
D2.4: Final QAPP	\$30,000	December 2024
<b>Task 3 -Review of CEC Literature and Available Data</b>		
D3.1: Database of existing CEC data and associated land use	\$60,000	August 2024
D3.2: Draft Literature Review	\$32,800	September 2024
D3.3: Final Literature Review	\$41,000	October 2024
<b>Task 4 -Sample Collection and Monitoring</b>		
D4.1: Site Installation Documentation- Phase 1	\$63,000	March 2025
D4.2: Field notes (with photo documentation) and associated Chain of Custody for each targeted event and location - Phase 1	\$363,715	December 2025
D4.3: Field notes (with photo documentation) for each sediment sampling deployment and collection event with COCs - Phase 1	\$117,190	December 2025
D4.4: Compiled and dated laboratory reports available on Project SharePoint site - Phase 1	\$77,500	December 2025

D4.5: Field notes (with photo documentation) and associated Chain of Custody for each targeted event and location - Phase 2	\$431,629	December 2027
D4.6: Field notes (with photo documentation) for each sediment sampling deployment and collection event with COCs - Phase 2	\$71,938	December 2027
D4.7: Compiled and dated laboratory reports available on Project SharePoint site - Phase 2	\$935,196	December 2027
<b>Task 5 -Data Management and Analysis</b>		
D5.1 QA worksheets for each sampled event	\$17,500	December 2025
D5.2 Internal technical dashboard	\$32,500	March 2025
D5.3 Conceptual layout of communications dashboard	\$20,644	May 2027
D5.4 Draft external communications dashboard	\$20,644	October 2027
D5.5 Final external communications dashboard	\$20,644	December 2027
D5.6 QA worksheets for each event - Phase 2	\$144,511	December 2027
<b>Task 6 – Communication Plan and Reporting</b>		
D6.1: Communication Plan and Project Schedule	\$7,000	August 2024
D6.2: Draft Report	\$145,240	October 2027
D6.3: Final Report	\$33,517	December 2027
D6.4: Proof of submission to data.wa.gov database	\$15,641	December 2027
D6.5: Three presentations in PowerPoint format	\$15,641	December 2027
D6.6: Draft two-page project summary using SAM fact sheet template	\$13,407	December 2027
<b>Contingency</b>		
Task 4 – 5% 8.5% contingency	\$31,070	\$143,876
Task 5 – 10% contingency	\$20,644	
<b>Totals</b>		
<b>Total Cost – Phase 1 &amp; 2</b>	<b>\$ 1,224,287</b>	<b>3,324,043</b>

5) The Agreement, section 18 Subcontractors is amended to add Subcontractor Payment Reporting Requirements-Access Equity as follows:

**Subcontractor Payment Reporting Requirements – Access Equity:**

This Agreement is subject to compliance tracking of subcontractor(s) spend using the State's business diversity management system, Access Equity (B2GNow). Access Equity is web-based and can be accessed at the Office of Minority and Women's Business Enterprises (OMWBE) at <https://omwbe.diversitycompliance.com/>. The Contractor and all Subcontractor(s) shall report and confirm receipt of payments made to the Contractor and each Subcontractor through Access Equity.

The Contractor may contact the ECOLOGY Representative identified in section 23. Agreement Management for technical assistance in using the Access Equity system. Changes to the contact information may be communicated to the CONTRACTOR by email, and does not require an amendment.

User guides and documentation related to Contractor and Subcontractor access to and use of Access Equity are available online at <https://omwbe.wa.gov/access-equity-help-center>. ECOLOGY reserves the right to withhold payments from the Contractor for non-compliance with this section. For purposes of this section, Subcontractor means any subcontractor working on the Agreement, at any tier and regardless of status as certified WMBE or Non-WMBE.

The Contractor shall:

- a. Register and enter all required Subcontractor information into Access Equity no later than fifteen (15) days after ECOLOGY creates the file (Contract Record) in Access Equity.
- b. Complete the required user training (two (2) one-hour online sessions) no later than twenty (20) days after ECOLOGY creates the file (Contract Record) in Access Equity.
- c. Report the amount and date of all payments
  - i. received from ECOLOGY, and
  - ii. paid to Subcontractors, no later than fifteen (15) days after the issuance of each payment made by ECOLOGY to the Contractor, unless otherwise specified in writing by ECOLOGY, except that the Contractor shall mark as "Final" and report the final Subcontractor payments into Access Equity no later than thirty (30) days after the final payment is due the Subcontractor(s) under the Agreement, with all payment information entered no later than sixty (60) days after end of fiscal year, June 30.
- d. Monitor contract payments and respond promptly to any requests or instructions from ECOLOGY or system-generated messages to check or provide information in Access Equity.
- e. Coordinate with Subcontractors, or ECOLOGY, when necessary, to resolve promptly any discrepancies between reported and received payments.
- f. Require each Subcontractor to:
  - i. register in Access Equity and complete the required user training.
  - ii. verify the amount and date of receipt of each payment from the Contractor or a higher tier Subcontractor, if applicable, through Access Equity.
  - iii. report payments made to any lower tier Subcontractors, if any, in the same manner as specified herein.
  - iv. respond promptly to any requests or instructions from the Contractor or system-generated messages to check or provide information in Access Equity; and
  - v. coordinate with Contractor, or ECOLOGY, when necessary, to resolve promptly any discrepancies between reported and received payments.

All other terms and conditions of the original Agreement including any other amendments remain in full force and effect, except as expressly provided by this Amendment.

This Amendment is signed by persons who represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

State of Washington Department of Ecology  
Contract no. C2500002, Amendment 1  
City of Tacoma

This Amendment is effective on the Ecology signature date.

IN WITNESS WHEREOF, the parties below, having read this Amendment in its entirety, including any attachments, do agree in each and every particular as indicated by their below signatures.

**State of Washington  
Department of Ecology**

By:

---

Signature

---

Date

---

Print Name

---

Title

**City of Tacoma**

By:

---

Signature

---

Date

---

Print Name

---

Title