

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

NorthWest Tower Engineering
3426 Broadway Suite 302
Everett, WA 98201-5079

**SECOND AMENDMENT
TO
CONTRACT No. 00517
COMMUNICATION TOWER ENGINEERING ANALYSIS SERVICES**

This Second Amendment (“Amendment”) to Master Contract No. 00517 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and NorthWest Tower Engineering, PLLC, a Washington professional limited liability company (“Contractor”) and is dated as of December 1, 2021.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Master Contract No. 00517 for Communication Tower Engineering Analysis Services dated effective as of July 1, 2017 (“Contract”).
- B. The Parties previously amended the Contract one time as follows:
 - a. Amendment No 1.: Replaced Section 3.4 Economic Adjustment in its entirety, Adjusted Master Contract Pricing set forth in Exhibit A based on a 5.21% Economic Adjustment. Included Wage Violation and Pay Equality to the terms.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. PRICING. The Master Contract Pricing is adjusted 2.86% as directed in Section 3.4

“Economic Adjustment and every twenty-four (24) month adjustment thereafter = (Average 12 months of the most current index data – Average 12 months index data from the last twenty-four (24) economic adjustment date)/Average 12-month index data from the last twenty-four (24) economic adjustment date.”


The adjusted Exhibit A is attached and effective December 1, 2021.

2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.

3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

NORTHWEST TOWER ENGINEERING, PLLC
A WASHINGTON PROFESSIONAL LIMITED LIABILITY
COMPANY

By: 
Name: Steven Diamond
Title: President
Date: 12-6-2021

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Kim Kirkland
Title: IT Procurement Supervisor
Date: 12/6/2021

NorthWest Tower Engineering

NEW Pricing

Effective December 1, 2021

Region A – Olympic	Structural Analysis/Load Study	Mapping (See Note #1)	Foundation		Design	Peer Review	Inspection Reports (See Note #2)	Communication Tower Inspection (See Note #1)
			Analysis	Upgrades (See Note #3)	Upgrades (See Note #3)			
Monopole	\$ 1,894	\$ 2,164	\$ 271	\$ 1,623	\$ 3,787	\$ 1,353	\$ 2,435	\$ 2,705
Lattice	\$ 2,435	\$ 2,435	\$ 271	\$ 1,623	\$ 3,787	\$ 1,353	\$ 2,435	\$ 3,246
Guyed Tower	\$ 2,435	\$ 2,435	\$ 271	\$ 1,623	\$ 3,787	\$ 1,353	\$ 2,435	\$ 3,246
Transmission Tower	\$ 2,164	\$ 2,435	\$ 271	\$ 1,623	\$ 2,976	\$ 1,353	\$ 2,435	\$ 3,246
Region B - Southwest	Structural Analysis/Load Study	Mapping (See Note #1)	Foundation		Design	Peer Review	Inspection Reports (See Note #2)	Communication Tower Inspection (See Note #1)
Monopole	\$ 1,894	\$ 2,164	\$ 271	\$ 1,623	\$ 3,787			
Lattice	\$ 2,435	\$ 2,435	\$ 271	\$ 1,623	\$ 3,787	\$ 1,353	\$ 2,435	\$ 3,246
Guyed Tower	\$ 2,435	\$ 2,435	\$ 271	\$ 1,623	\$ 3,787	\$ 1,353	\$ 2,435	\$ 3,246
Transmission Tower	\$ 2,164	\$ 2,435	\$ 271	\$ 1,623	\$ 2,976	\$ 1,353	\$ 2,435	\$ 3,246
Region C - Northwest	Structural Analysis/Load Study	Mapping (See Note #1)	Foundation		Design	Peer Review	Inspection Reports (See Note #2)	Communication Tower Inspection (See Note #1)
Monopole	\$ 1,894	\$ 2,164	\$ 271	\$ 1,623	\$ 3,787			
Lattice	\$ 2,435	\$ 2,435	\$ 271	\$ 1,623	\$ 3,787	\$ 1,353	\$ 2,435	\$ 3,246
Guyed Tower	\$ 2,435	\$ 2,435	\$ 271	\$ 1,623	\$ 3,787	\$ 1,353	\$ 2,435	\$ 3,246
Transmission Tower	\$ 2,164	\$ 2,435	\$ 271	\$ 1,623	\$ 2,976	\$ 1,353	\$ 2,435	\$ 3,246
Region D – North Central	Structural Analysis/Load Study	Mapping (See Note #1)	Foundation		Design	Peer Review	Inspection Reports (See Note #2)	Communication Tower Inspection (See Note #1)
Monopole	\$ 1,894	\$ 2,164	\$ 271	\$ 1,623	\$ 3,787			
Lattice	\$ 2,435	\$ 2,435	\$ 271	\$ 1,623	\$ 3,787	\$ 1,353	\$ 2,435	\$ 3,246
Guyed Tower	\$ 2,435	\$ 2,435	\$ 271	\$ 1,623	\$ 3,787	\$ 1,353	\$ 2,435	\$ 3,246
Transmission Tower	\$ 2,164	\$ 2,435	\$ 271	\$ 1,623	\$ 2,976	\$ 1,353	\$ 2,435	\$ 3,246
Region E – South Central	Structural Analysis/Load Study	Mapping (See Note #1)	Foundation		Design	Peer Review	Inspection Reports (See Note #2)	Communication Tower Inspection (See Note #1)
Monopole	\$ 1,894	\$ 2,164	\$ 271	\$ 1,623	\$ 3,787			
Lattice	\$ 2,435	\$ 2,435	\$ 271	\$ 1,623	\$ 3,787	\$ 1,353	\$ 2,435	\$ 3,246
Guyed Tower	\$ 2,435	\$ 2,435	\$ 271	\$ 1,623	\$ 3,787	\$ 1,353	\$ 2,435	\$ 3,246
Transmission Tower	\$ 2,164	\$ 2,435	\$ 271	\$ 1,623	\$ 2,976	\$ 1,353	\$ 2,435	\$ 3,246
Region F - Eastern	Structural Analysis/Load Study	Mapping (See Note #1)	Foundation		Design	Peer Review	Inspection Reports (See Note #2)	Communication Tower Inspection (See Note #1)
Monopole	\$ 1,894	\$ 2,435	\$ 271	\$ 1,623	\$ 3,787			
Lattice	\$ 2,435	\$ 2,705	\$ 271	\$ 1,623	\$ 3,787	\$ 1,353	\$ 2,705	\$ 3,517
Guyed Tower	\$ 2,435	\$ 2,705	\$ 271	\$ 1,623	\$ 3,787	\$ 1,353	\$ 2,705	\$ 3,517
Transmission Tower	\$ 2,164	\$ 2,705	\$ 271	\$ 1,623	\$ 2,976	\$ 1,353	\$ 2,705	\$ 3,517

NWTower-AMD2.final signed

Final Audit Report

2021-12-06

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