

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

Tower Engineering Company  
21907 64<sup>th</sup> Ave W Suite 140  
Mountlake Terrace, WA 98043-2298

**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 Tower Engineering Company a Washington corporation (“Contractor”) and is dated as of March 1, 2022.

**RECITALS**

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 00517 for Communication Tower Engineering Analysis Services dated effective as of July 1, 2017 (“Contract”).
- B. The Parties previously amended the Contract 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 March 1, 2022.

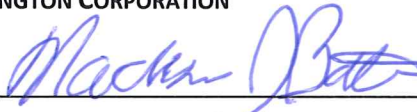
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.

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.

**TOWER ENGINEERING COMPANY  
A WASHINGTON CORPORATION**

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By:   
 Name: Madison J. Batt, PE, SE  
 Title: President  
 Date: 2/22/2022

By: \_\_\_\_\_  
 Name: Kim Kirkland  
 Title: IT Procurement Supervisor  
 Date: \_\_\_\_\_

## NEW PRICING

Effective March 1, 2022

Effective March 1, 2022								
Region A – Olympic	Structural Analysis/Load Study	Mapping (See Note #1)	Foundation		Tower Design Upgrades (See Note #3)	Peer Review	Upgrade Inspection Reports (See Note #2)	Communication Tower Inspection (See Note #1)
			Analysis	Upgrades (See Note #3)				
Monopole	\$ 1,411.24	\$ 3,477.70	\$ 687.10	\$ 1,082.09	\$ 4,004.34	\$ 649.05	\$ 6,070.80	\$ 3,815.08
Lattice	\$ 2,138.46	\$ 4,066.06	\$ 1,021.40	\$ 1,299.12	\$ 5,519.47	\$ 866.08	\$ 6,410.24	\$ 4,442.52
Guyed Tower	\$ 2,307.15	\$ 4,066.06	\$ 1,021.40	\$ 1,948.17	\$ 3,787.31	\$ 866.08	\$ 6,161.31	\$ 4,442.52
Transmission Tower	\$ 2,138.46	\$ 4,066.06	\$ 1,021.40	\$ 1,299.12	\$ 5,519.47	\$ 866.08	\$ 6,410.24	\$ 4,442.52
Region B - Southwest	Structural Analysis/Load Study	Mapping (See Note #1)	Foundation		Tower Design Upgrades (See Note #3)	Peer Review	Upgrade Inspection Reports (See Note #2)	Communication Tower Inspection (See Note #1)
			Analysis	Upgrades (See Note #3)				
Monopole	\$ 1,411.24	\$ 3,525.01	\$ 687.10	\$ 1,082.09	\$ 4,004.34	\$ 649.05	\$ 6,164.40	\$ 3,861.36
Lattice	\$ 2,138.46	\$ 4,112.34	\$ 1,021.40	\$ 1,299.12	\$ 5,519.47	\$ 866.08	\$ 6,502.81	\$ 4,488.81
Guyed Tower	\$ 2,307.15	\$ 4,112.34	\$ 1,021.40	\$ 1,948.17	\$ 3,787.31	\$ 866.08	\$ 6,253.89	\$ 4,488.81
Transmission Tower	\$ 2,138.46	\$ 4,112.34	\$ 1,021.40	\$ 1,299.12	\$ 5,519.47	\$ 866.08	\$ 6,502.81	\$ 4,488.81
Region C - Northwest	Structural Analysis/Load Study	Mapping (See Note #1)	Foundation		Tower Design Upgrades (See Note #3)	Peer Review	Upgrade Inspection Reports (See Note #2)	Communication Tower Inspection (See Note #1)
			Analysis	Upgrades (See Note #3)				
Monopole	\$ 1,411.24	\$ 2,781.33	\$ 687.10	\$ 1,082.09	\$ 4,004.34	\$ 649.05	\$ 4,676.02	\$ 3,117.69
Lattice	\$ 2,138.46	\$ 3,368.67	\$ 1,021.40	\$ 1,299.12	\$ 5,519.47	\$ 866.08	\$ 5,015.45	\$ 3,744.10
Guyed Tower	\$ 2,307.15	\$ 3,368.67	\$ 1,021.40	\$ 1,948.17	\$ 3,787.31	\$ 866.08	\$ 4,767.56	\$ 3,744.10
Transmission Tower	\$ 2,138.46	\$ 3,368.67	\$ 1,021.40	\$ 1,299.12	\$ 5,519.47	\$ 866.08	\$ 5,015.45	\$ 3,744.10
			Foundation					

Region D – North Central	Structural Analysis/Load Study	Mapping (See Note #1)	Foundation		Tower Design Upgrades (See Note #3)	Peer Review	Upgrade Inspection Reports (See Note #2)	Communication Tower Inspection (See Note #1)
			Analysis	Upgrades (See Note #3)				
Monopole	\$ 1,411.24	\$ 4,026.97	\$ 687.10	\$ 1,082.09	\$ 4,004.34	\$ 649.05	\$ 7,167.28	\$ 4,363.32
Lattice	\$ 2,138.46	\$ 4,614.30	\$ 1,021.40	\$ 1,299.12	\$ 5,519.47	\$ 866.08	\$ 7,506.72	\$ 4,990.77
Guyed Tower	\$ 2,307.15	\$ 4,614.30	\$ 1,021.40	\$ 1,948.17	\$ 3,787.31	\$ 866.08	\$ 7,257.80	\$ 4,990.77
Transmission Tower	\$ 2,138.46	\$ 4,614.30	\$ 1,021.40	\$ 1,299.12	\$ 5,519.47	\$ 866.08	\$ 7,506.72	\$ 4,990.77
Region E – South Central	Structural Analysis/Load Study	Mapping (See Note #1)	Foundation		Tower Design Upgrades (See Note #3)	Peer Review	Upgrade Inspection Reports (See Note #2)	Communication Tower Inspection (See Note #1)
			Analysis	Upgrades (See Note #3)				
Monopole	\$ 1,411.24	\$ 4,677.04	\$ 687.10	\$ 1,082.09	\$ 4,004.34	\$ 649.05	\$ 8,468.46	\$ 5,012.37
Lattice	\$ 2,138.46	\$ 5,264.37	\$ 1,021.40	\$ 1,299.12	\$ 5,519.47	\$ 866.08	\$ 8,806.87	\$ 5,640.84
Guyed Tower	\$ 2,307.15	\$ 5,264.37	\$ 1,021.40	\$ 1,948.17	\$ 3,787.31	\$ 866.08	\$ 8,558.98	\$ 5,640.84
Transmission Tower	\$ 2,138.46	\$ 5,264.37	\$ 1,021.40	\$ 1,299.12	\$ 5,519.47	\$ 866.08	\$ 8,806.87	\$ 5,640.84
Region F - Eastern	Structural Analysis/Load Study	Mapping (See Note #1)	Foundation		Tower Design Upgrades (See Note #3)	Peer Review	Upgrade Inspection Reports (See Note #2)	Communication Tower Inspection (See Note #1)
			Analysis	Upgrades (See Note #3)				
Monopole	\$ 1,411.24	\$ 4,707.90	\$ 687.10	\$ 1,082.09	\$ 4,004.34	\$ 649.05	\$ 8,530.18	\$ 5,044.25
Lattice	\$ 2,138.46	\$ 5,296.26	\$ 1,021.40	\$ 1,299.12	\$ 5,519.47	\$ 866.08	\$ 8,869.62	\$ 5,671.70
Guyed Tower	\$ 2,307.15	\$ 5,296.26	\$ 1,021.40	\$ 1,948.17	\$ 3,787.31	\$ 866.08	\$ 8,620.70	\$ 5,671.70
Transmission Tower	\$ 2,138.46	\$ 5,296.26	\$ 1,021.40	\$ 1,299.12	\$ 5,519.47	\$ 866.08	\$ 8,869.62	\$ 5,671.70