

**SECOND AMENDMENT  
TO  
SERVICE PROVIDER AGREEMENT  
FOR  
ON-CALL MATERIAL TESTING**

This Second Amendment ("Amendment") is dated effective this \_\_\_\_\_ day of \_\_\_\_\_, 2023, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and Pacific Testing & Inspection Inc., a Washington corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective January 12, 2021, and First Amendment dated effective May 12, 2023, whereby the SERVICE PROVIDER agreed to provide material testing 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 continue the services described in Section 1 of the Agreement, by updating the fees and increasing the compensation paid to the SERVICE PROVIDER for on-going material testing on active projects.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement, Section 4.C. shall be amended to increase the fees for 2024 as described in Exhibit A-2 and compensation paid to the SERVICE PROVIDER shall be increased by an additional amount of One Hundred Thousand and 00/100 Dollars (\$100,000). 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 One Hundred Ninety-Five Thousand and 00/100 Dollars (\$195,000.00).

\*\*\* Signatures on Following Page \*\*\*

## 2. 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:**  
PACIFIC TESTING & INSPECTION INC.  
3215 Harrison Avenue  
Centralia, WA 98531  
UBI No. 602-707-422  
Phone No. 360-736-3922

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

# PACIFIC TESTING & INSPECTION INC.

## SERVICE AND FEE SCHEDULE

2024

### **PERSONNEL / CONSULTING FEES**

Special Inspection (Concrete, Masonry, Shotcrete, Fireproofing & Post Tension) ...	75.00 hr.
Special Inspection (Welding, High Strength Bolting, Lateral Wood/Shear) .....	100.00 hr.
Certified Welding Inspector (CWI) .....	110.00 hr.
Compaction Testing w/Certified Technician (Soils & Asphalt) .....	75.00 hr.
Pile Observation .....	75.00 hr.
Erosion Control Inspection w/CESCL Inspector .....	100.00 hr.
Laboratory Technician .....	90.00 hr.
Ultrasonic Testing .....	120.00 hr.
Pachometer Testing .....	100.00 hr.
Project Manager .....	110.00 hr.
Vacuum Testing .....	110.00 hr.
Professional Engineer .....	160.00 hr.

### **MATERIALS TESTING SERVICES**

#### **Concrete**

Compression Test Cylinders .....	37.00 ea.
Compression Test Cylinders (not cast by PTI) .....	45.00 ea.
Flexural Beams .....	160.00 ea.
Shotcrete Compression Test, Three Cores Per Panel .....	360.00 ea.
Additional Cores (Shotcrete) .....	110.00 ea.
Cores (Minimum of Two) .....	120.00 ea.
Compression Strength Test Sawed Section .....	110.00 ea.
Unit Weight and Yield .....	60.00 ea.
Core Bit Wear Charge .....	4.50 in.
Schmidt Hammer .....	100.00 hr.
Moisture Emission .....	160.00 ea.
Ph Testing .....	50.00 ea.
Rh Testing .....	110.00 ea.

#### **Masonry**

Mortar Test Specimens Compressive Strength .....	37.00 ea.
Grout Compressive Strength Test .....	55.00 ea.
Masonry Compressive Strength Prisms .....	200.00 ea.
Concrete Masonry Units ASTM-140.....	410.00 set
Clay Masonry Units ASTM-67.....	410.00 set

#### **Mix Designs, Concrete**

Trial Batch – 6 Cylinders .....	Quoted per project
3-Point Curve .....	Quoted per project
Set Times, Initial and Final .....	90.00 hr.
2 x 2 Mortar cubes (3 per set) .....	65.00 set

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## **Asphaltic Concrete**

Bitumen Content by Extraction and Combined Gradation .....	310.00 ea.
Rice Density .....	110.00 ea.
Marshall Stability & Flow, 3 specimens .....	Quote
Mix Design Marshall Method, 3 trials & specimens .....	Quote
Bulk Specific Gravity – 3 cores .....	260.00 set
Fracture Face Count .....	110.00 ea.
Effect of Water on Cohesion of Compacted Mixes .....	360.00 ea.

## **Soils**

Atterberg Limits – 1 point .....	120.00 ea.
Atterberg Limits – 3 points .....	210.00 ea.
Moisture Density Relationship .....	260.00 ea.
Oversize Correction Determination .....	50.00 ea.
In-Place Density (Sand Cone) .....	110.00 ea.
Organic Content .....	110.00 ea.
Hydrometer Analysis .....	210.00 ea.
% Passing #200 Sieve .....	90.00 ea.
Natural Moisture Content .....	45.00 ea.
Permeability Falling Head .....	310.00 ea.
In-Field Infiltration Rate .....	110.00 hr.
Visual Classification .....	35.00 ea.
Specific Gravity of Soils .....	105.00 ea.
Permeability with Proctor .....	610.00 ea.
Turbidity Testing .....	110.00 hr.
Relative Density .....	380.00 ea.
California Bearing Ratio .....	510.00 ea.

## **Aggregates**

Sieve Analysis with #200 Wash .....	160.00 ea.
Specific Gravity and Absorption – Coarse Aggregate .....	120.00 ea.
Specific Gravity and Absorption – Fine Aggregate .....	180.00 ea.
Sand Equivalent .....	110.00 ea.
Organic Impurities .....	110.00 ea.
Fracture Count .....	110.00 ea.
Sample Preparation .....	90.00 hr.
Unit Weight & Voids .....	90.00 ea.
Unconfined Compression, Intact Rock Cores .....	135.00 ea.
Clay Lumps and Friable Particles .....	120.00 ea.
Sulfate Soundness .....	560.00 ea.
Excessive Clay Content / Preparation .....	90.00 ea.
Durability Index WSDOT-T113 ASTM D-3744 .....	160.00 ea.
DMSO .....	410.00 ea.
LA Abrasion .....	280.00 ea.
Resistivity .....	510.00 ea.
Cement Treated Base ASTM D-559 w/compression .....	360.00 ea.
Bulk Density .....	110.00 ea.

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**Physical Testing**

Sprayed on Fireproofing Density .....	140.00 ea.
Cohesion / Adhesion Tests .....	80.00 ea.
Roofing cut out samples .....	110.00 ea.
Anchor Bolt Testing .....	110.00 hr.

**Miscellaneous**

Laboratory Time – after hours (3 hour minimum) .....	160.00 hr.
Outside Expenses and Support Services .....	Cost plus 15%
Concrete Cylinder Mold (when not cast by PTI) .....	6.00 ea.
Final Project Review and Final Letter .....	250.00
Mileage .....	.85 mile
Same Day Call In for inspections .....	130.00
Report Processing .....	40.00/visit
Engineering Letter .....	250.00 ea.
Equipment-Skidmore (PTI on site w/Equipment).....	100.00/day
Equipment-Skidmore (PTI <u>not</u> on site w/Equipment).....	100.00 hr.+ 265.00/day

In addition, overtime rates will apply for all work performed in excess of 8 hours per day. Overtime rates are 1.5 times normal rate after 8 hours per day and Saturdays. Sundays and Holidays are 2 times the normal rate. **Appointments for inspection must be made prior to 4:00 p.m. the day preceding the inspection.** Cancelled inspections are billed as a 2-hour minimum. Special Inspections Rates are billed as a 4-hour minimum, and are portal to portal. Comprehensive bid prices are available on request and may vary from the standard fee schedule. Sample turnaround in less than 48 hours is billed at 1.5 times standard laboratory rate. All samples will be disposed of one week after test. Failing tests retained for 30 days. Laboratory tests do not include preparation and delivery of samples to laboratory. Accounts 30 days past due will be charged interest at 1.5% monthly and 18% annually. On remote jobs or projects, subsistence, when not furnished, will be an additional charge. PTI carries in excess of all insurance required by law.