

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	01217
N-C Machinery Co. 17025 W Valley Hwy Tukwila, WA 98188	Amendment No.:	01- NC Machine
	Effective Date:	09-01-2017

**FIRST AMENDMENT
 TO
 CONTRACT NO. 1217
 TRACTOR SHOVEL LOADERS**

This First Amendment ("Amendment") to Contract No. 01217 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 N C Machinery Co, a Washington State Corporation ("Contractor") and is dated as of 9-1-2017, 2017.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01217 for Tractor Shovel Loaders dated effective as of 08-03-2017 ("Contract").
- B. The amendment set forth herein is within the scope of the Contract.
- C. 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. INCLUDED GOODS/SERVICES – PRICES FOR GOODS/SERVICES. The Contract is amended to add certain products within the scope of the procurement and subject to Contract pricing. Accordingly Parties agree that existing Exhibit A – Included Goods/Services and Exhibit B – Prices for Goods/Services are deleted and replaced as of the effective date with the attached Exhibit A1 – Included Goods/Services (dated 09-1-2017) and Exhibit B1 – Prices for Goods/Services (dated 9-1-2017).



01217 Exhibit A1 -
NC Machine.docx




01217 Exhibit B1 -
NC Machine.docx


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.

N C Machinery Co.,
A WASHINGTON STATE CORPORATION

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
 Name: Adam Hirstein
 Title: Governmental Sales Manager
 Date: 10-26-17

By: 
 Name: S. HATFIELD
 Title: Contracts Specialist
 Date: 10-24-17

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
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N C Machinery Co. 17025 W Valley Hwy Tukwila, WA 98188	Amendment No.:	02- NC Machine
	Effective Date:	01/22/2018

SECOND AMENDMENT
TO
CONTRACT No. 1217
TRACTOR SHOVEL LOADERS

This Second Amendment ("Amendment") to Contract No. 01217 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 N C Machinery Co, a Washington State Corporation ("Contractor") and is dated as of January 22, 2018.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01217 for Tractor Shovel Loaders dated effective as of 08-03-2017 ("Contract").
- B. The Parties previously amended the Contract one (1) time including contract amendment #1 issued October 24, 2017.
- 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. INCLUDED GOODS/SERVICES – PRICES FOR GOODS/SERVICES. The Contract is amended to add certain products within the scope of the procurement and subject to Contract pricing. Accordingly Parties agree that existing Exhibit A – Included Goods/Services and Exhibit B – Prices for Goods/Services are deleted and replaced as of the effective date with the attached Exhibit A1 – Included Goods/Services (dated 01-04-2018) and Exhibit B1 – Prices for Goods/Services (dated 01-4-2018).

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.

N C Machinery Co.,
A WASHINGTON STATE CORPORATION

By: [Signature]
Name: Adam Hirstein
Title: Governmental Sales Mgr.
Date: 1-26-18

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: [Signature]
Name: Steve Hatfield
Title: Contracts Specialist
Date: 1/30/2018

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	01217
N C Machinery Company 17025 W Valley Hwy Tukwila, WA 98188	Amendment No.:	03 - N C Machinery
	Effective Date:	04-01-2020

**THIRD AMENDMENT
 TO
 CONTRACT NO. 01217
 TRACTOR SHOVEL LOADERS**

This Third Amendment ("Amendment") to Contract No. 01217 Tractor Shovel Loaders 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 N C Machinery Company, a Washington State Corporation ("Contractor") and is dated as of 04-01-2020.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01217 for Tractor Shovel Loaders dated effective as of 08-03-2017 ("Contract").
- B. The parties previously amended this contract two (2) times.
 - a. Amendment #1, dated September 01, 2017, to add products.
 - b. Amendment #2, dated January 22, 2018, to add products.
- 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. SECTION REVISED. This Contract is amended to revise the following section:
 - 3.3 ECONOMIC ADJUSTMENT. Pricing shall remain firm and fixed for at least 180 calendar days after effective date of contract. Adjustments in pricing will be considered after firm fixed price period on a pass through basis only. A minimum of 45 calendar days advance written notice of price increase is required which is to be accompanied by sufficient documentation to justify the requested increase. Acceptance will be at the discretion of the Department of Enterprise Services and shall not produce a higher profit margin than

that established on the original contract pricing. Approved price adjustments shall remain unchanged for at least 180 calendar days thereafter.

During the contract period, any price declines at the manufacturer's level or cost reductions to Contractor shall be reflected in a reduction of the contract price retroactive to Contractor's effective date.

During the contract period, pass through price increases from the manufacturer, due to market change such as increased cost in materials, is permitted, at Enterprise Services discretion, with written verifiable proof directly from the manufacturer.

During the term of this contract, should the contractor enter into pricing agreements with other customers providing greater benefits or lower pricing, contractor shall immediately amend the state contract to provide similar pricing to the state if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. Contractor shall immediately notify the state of any such contracts entered into by contractor.

2. PRODUCTS COVERED. This contract is amended to add the following section regarding products covered:
 - a. 3.6 MODEL YEAR CHANGE OVER: This Contract permits model year updates, at Enterprise Services discretion, for the machines on contract. These updates shall be verifiable through manufacture official letters or statements. New model years shall be within the scope of this Master Contract. Prices of updated models shall be the same price as the current model, consistent with this Master Contract price increase provision, or otherwise competitive. Contractor may propose model year updates once per calendar year.
3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. 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.
5. 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.
6. 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.

7. 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.

N C Machinery Company
A WASHINGTON STATE CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

Adam Hirstein

Adam Hirstein

Sales Manager

6/9/20

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: _____

Name: _____

Title: _____

Date: _____

Chad Irwin

Chad Irwin

Contracts & Procurement Supervisor

06/16/2020

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	01217
N C Machinery Company 17035 W Valley Hwy Tukwila, WA 98188	Amendment No.:	4
	Effective Date:	October 10, 2024

FOURTH AMENDMENT
TO
CONTRACT NO. 01217
TRACTOR SHOVEL LOADERS

This Fourth Amendment (“Amendment”) to Contract No. 01217 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 (“Enterprise Services”) and N C Machinery Co, a Washington corporation (“Contractor”) and is dated as of October 10, 2024.

RECITALS

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 01217 dated effective as of 8/4/2017 (“Contract”).
- B. The Parties previously amended the Contract as follows:
 - (1) By instrument titled First Amendment to Contract (dated September 1, 2017) to add products;
 - (2) By instrument titled Second Amendment to Contract (dated January 22, 2018) to add products
 - (3) By instrument titled Third Amendment to Contract (dated April 1, 2020) to revise economic adjustment and products covered.
- C. The Parties now desire to amend the Contract to include a ‘pay equality provision’ as required by the Washington State Legislature. See LAWS OF 2023, ch. 475, § 919(4).
- D. The Parties further desire to amend the Contract to include a ‘nondiscrimination provision’ as required by the Washington State Legislature. See LAWS OF 2023, ch. 468 [codified at RCW 39.26.245(3) and RCW 49.60.530].
- E. The amendment set forth herein is within the scope of the Contract.

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. PAY EQUALITY. The following provision is added to the end of section 4 (Reps and Warranty) as a new subsection:

4.9 WASHINGTON STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS. Contractor represents and warrants that, among Contractor's employees, 'similarly employed' individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for Contractor's workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.

2. NONDISCRIMINATION. The following provision is added to the end of section 14 (General Provisions) as a new subsection:

14.24 NONDISCRIMINATION.

- (a) Nondiscrimination Requirement. During the term of this Contract, beginning as of the effective date of this Amendment, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- (b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- (c) Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged

discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

(d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

3. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. **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.
5. **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.
6. **ELECTRONIC SIGNATURES.** An electronic signature or electronic record of this Amendment or any other ancillary agreement 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.
7. **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.

**N C MACHINERY CO.,
A WASHINGTON CORPORATION**

By:  _____

Name: Zach Tujasosop

Title: Governmental Sales Manager

Date: October 3, 2024

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By:  _____

Name: Michellee Jemmott

Title: Procurement Supervisor

Date: 10/03/2024