

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

Analytical Resources, Incorporated
4611 S 134th Pl, Suite 100
Tukwila, WA 98168

**FIRST AMENDMENT
TO
CONTRACT NO. 01519
ANALYTICAL LABORATORY SERVICES**

This First Amendment ("Amendment") to Contract No. 01519 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 Analytical Resources, Incorporated, a Washington Corporation ("Contractor") and is dated as of January 24, 2020.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01519 for Analytical Laboratory Services dated effective as of October 1, 2019 ("Contract").
- B. The Parties previously have not amended the Contract.
- 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. COVERED PRODUCT. The Contract is amended to expand the product included in the Contract to include the product listed below.

General Chemistry	Matrix	Price	Standard Turn Around Time in Business	Expedite Price for 5 Business days
(Dioxins/Furans) USEPA 1613B (Sediments)	Sediment	\$550.00	15	\$1,100.00

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.

**ANALYTICAL RESOURCES, INCORPORATED,
A WASHINGTON CORPORATION**

By: Amanda Volgardsen
Digitally signed by Amanda Volgardsen
 DN: cn=US, st=Washington, postalCode=, o=Analytical Resources, Inc., cn=Amanda Volgardsen,
 email=amanda.volgardsen@arlabs.com
 Date: 2020.01.22 14:30:59 -08'07'

Name: Amanda Volgardsen
 Title: Project Manager
 Date: 1/22/2020

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
 Name: Richard Worthy
 Title: Contract Specialist
 Date: 1/22/2020

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
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Analytical Resources, Incorporated
4611 S 134th Pl, Suite 100
Tukwila, WA 98168

**FIRST AMENDMENT
TO
CONTRACT NO. 01519
ANALYTICAL LABORATORY SERVICES**

This First Amendment ("Amendment") to Contract No. 01519 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 Analytical Resources, Incorporated, a Washington Corporation ("Contractor") and is dated as of April 14, 2020.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01519 for Analytical Laboratory Services dated effective as of October 1, 2019 ("Contract").
- B. The Parties previously have amended the Contract one time.
 - a. Amendment 1 dated January 24, 2020. (Product Addition)
- 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. COVERED PRODUCT. The Contract is amended to expand the product included in the Contract to include the product listed below.

General Chemistry	Matrix	Price	Standard Turn Around Time in Business	Expedite Price for 5 Business days
(Dioxins/Furans) USEPA 1613B (Tissue)	Tissue	\$610.00	15	\$1,220.00

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.

**ANALYTICAL RESOURCES, INCORPORATED,
A WASHINGTON CORPORATION**

By: Amanda Volgardsen
Digitally signed by Amanda Volgardsen
 DN: c=US, st=Washington, ln=Tulovita, o=Analytical Resources, Inc., ou=Client Services, cn=Amanda Volgardsen,
 email=amanda.volgardsen@arfab.com
 Date: 2020.04.14 12:15:29 -0700

Name: Amanda Volgardsen
 Title: Project Manager
 Date: 04/14/2020

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: [Signature]

Name: Richard Worthy
 Title: Contract Specialist
 Date: 4/14/2020

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

Analytical Resources, Incorporated
4611 S 134th Pl, Suite 100
Tukwila, WA 98168

**THIRD AMENDMENT
TO
CONTRACT No. 01519
ANALYTICAL LABORATORY SERVICES**

This Third Amendment (“Amendment”) to Contract No. 01519 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 Analytical Resources, Incorporated, a Washington Corporation (“Contractor”) and is dated as of April 14, 2020.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 01519 for Analytical Laboratory Services dated effective as of October 1, 2019 (“Contract”).
- B. The Parties previously have amended the Contract.
 - a. Amendment 1 - Dated January 24, 2020. (Product Addition)
 - b. Amendment 2- Dated January 24, 2020. (Product Addition)
- 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. **TERM.** The Contract term is amended to extend the term six (6) months, ending March 31, 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.

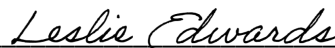
4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized 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.

**ANALYTICAL RESOURCES, INCORPORATED,
A WASHINGTON CORPORATION**

By: 
Name: Susan D. Dunnihoo
Title: Director, Client Services
Date: 09/28/2021

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Leslie Edwards
Title: Contracts Specialist
Date: 9/28/2021

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

Analytical Resources, LLC
4611 S 134th Pl, Suite 100
Tukwila, WA 98168

**FOURTH AMENDMENT
TO
CONTRACT No. 01519
ANALYTICAL LABORATORY SERVICES**

This Fourth Amendment (“Amendment”) to Contract No. 01519 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 Analytical Resources, LLC, a Washington State Limited Liability Company (“Contractor”) and is dated as of February 22, 2023.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 01519 for Analytical Laboratory Services dated effective as of October 1, 2019 (“Contract”).
- B. The Parties previously have amended the Contract.
 - a. Amendment 1 - Dated January 24, 2020. (Product Addition)
 - b. Amendment 2- Dated January 24, 2020. (Product Addition)
 - c. Amendment 3- Dated April 14, 2020. (Contract extension)
- 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. **TERM.** The Contract term is amended to extend the term, ending September 30, 2026.
- 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.

**ANALYTICAL RESOURCES, LLC,
A WASHINGTON CORPORATION**

By: *Susan D Dunnihoo*
Name: Susan D. Dunnihoo
Title: Client Services Director
Date: 02/23/2023

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

Signed By: 
Name: Tim Foitzik
Title: Procurement Supervisor
Date: 2/28/2023

STATE OF WASHINGTON Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT ASSIGNMENT	
	Contract No.:	01519
ASSIGNOR Analytical Resources, Incorporated 4611 S. 134 th Place, Suite 100 Tukwila, WA 98168	Effective Date:	March 30, 2022
ASSIGNEE Analytical Resources, LLC 4611 S. 134 th Place, Suite 100 Tukwila, WA 98168		

**AMENDMENT, ASSIGNMENT, ASSUMPTION, & CONSENT AGREEMENT
FOR
CONTRACT No. 01519
ANALYTICAL LABORATORY SERVICES**

This Assignment, Assumption, and Consent Agreement (“Agreement”) for Contract No. 01519 is made and entered into by and among the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”), Analytical Resources, Incorporated, a Washington corporation (“Assignor”), and Analytical Resources, a Washington limited liability company (“Assignee”) and is dated and effective as of March 30, 2022 (“Effective Date”).

R E C I T A L S

- A. State and Assignor entered into that certain Contract No. 01519 dated effective as of October 1, 2019, which is attached hereto as Exhibit A (“Contract”);
- B. State and Assignor previously amended the Contract as follows:
 - By instrument titled First Amendment (dated January 24, 2020) to include certain additional covered products; and
 - By instrument erroneously titled First Amendment which properly is the Second Amendment (dated April 14, 2020), to include certain additional covered products; and
 - By instrument titled Third Amendment (erroneously dated April 14, 2020, which properly is dated September 28, 2021) to extend the term of the Contract six months.
- C. State and Assignor desire to further amend the Contract to extend the term of the Contract to its maximum term;
- D. Assignor desires to assign all of its rights, obligations, and liabilities under the Contract, as amended, to Assignee;
- E. Assignee desires to accept and assume all of the rights, obligations, and liabilities of Assignor under the Contract, as amended; and

- F. State desires to consent to such assignment, acceptance, and assumption.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below:

1. CONTRACT AMENDMENT. Section 1 of the Contract (Term) is hereby amended by deleting the existing Section 1 in its entirety and inserting the following in lieu thereof:
 1. TERM. The term of this Master Contract is seventy-two (72) months, commencing October 1, 2019, and ending September 30, 2026.
2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. ASSIGNMENT OF CONTRACT. As of the Effective Date, Assignor hereby conveys and assigns to Assignee, its successors and assigns, all of Assignor's rights, title, and interests in, to, and under the Contract. A copy of the Contract, with all modifications and amendments thereto, if any, is attached hereto as Exhibit A and made a part hereof.
4. ASSUMPTION OF CONTRACT. As of the Effective Date, Assignee hereby undertakes, accepts, and assumes the assignment of the Contract and assumes all duties and obligations of the Assignor under the Contract and covenants to perform and discharge the same as the Assignee of the Assignor.
5. CONSENT TO ASSIGNMENT & ASSUMPTION. State hereby consents to the foregoing assignment and assumption which is effective as of the Effective Date. Notwithstanding the foregoing, the parties hereto agree that State shall be entitled to pursue claims accruing or arising incident to the Contract on or before the Effective Date of this Agreement, and all its rights and remedies related to such claims, for (a) payments of indemnity now or hereafter due under the Contract from Assignor, and/or (b) insurance payments or proceeds.
6. INSURANCE. The State's consent to this Agreement is conditioned, in part, on Assignee's compliance with the Contract's insurance requirements. Accordingly, notwithstanding any provision to the contrary, within ten (10) calendar days, Assignee shall provide State with written confirmation that Assignee is in full compliance with all applicable insurance requirements set forth in the Contract. Assignee's failure to provide such timely written confirmation shall constitute material breach of the Contract and shall entitle State to all applicable remedies.
7. NOTICES. Unless otherwise notified by Assignee, any notice to be provided pursuant to the Contract shall be delivered to Assignee at the following address:

Attn: Fred S. Barkman, Jr.
Analytic Resources, LLC
4611 S. 134th Place, Suite 100
Tukwila, WA 98168

Email: Fred.Barkman@arilabs.com

8. **BINDING EFFECT.** All provisions, covenants, and agreements herein shall be binding upon and inure to the benefit of, and be enforceable by or against, the parties hereto and their respective successors and assigns.
9. **THIRD-PARTY BENEFICIARY.** This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns, and no other person has any right, benefit, priority, or interest under or because of the existence of this Agreement.
10. **INTEGRATED AGREEMENT; MODIFICATION.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations and representations. This Agreement may not be modified except in writing signed by the parties.
11. **AUTHORITY.** Each party to this Agreement, 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 Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
12. **ELECTRONIC SIGNATURES.** An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
13. **COUNTERPARTS.** This Agreement 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 Agreement 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 Agreement.

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

ASSIGNOR
ANALYTICAL RESOURCES, INCORPORATED
A WASHINGTON CORPORATION

By: 

Name: Susan D. Dunnihoo

Title: Corporate Secretary

Date: 7/28/2022

ASSIGNEE
ANALYTICAL RESOURCES, LLC
A WASHINGTON LIMITED LIABILITY COMPANY


By: 

Name: Frederick S. Barkman, Jr

Title: Owner

Date: 7/28/2022

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By:  _____

Name: Tim Foitzik

Title: Procurement Supervisor

Date: 7/28/2021

CONTACT TO BE ASSIGNED

Master Contract No. 01519 – Analytical Laboratory Services (dated October 1, 2019)

As amended by:

- First Amendment (dated January 24, 2020);
- First Amendment (which was erroneously titled and properly is titled the Second Amendment (dated April 14, 2020); and
- Third Amendment (erroneously dated April 14, 2020, which properly is dated September 28, 2021).