

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

SGS AXYS Analytical Services LTD  
2045 Mills Road West  
Sidney, BC, Canada, V8L5X2

**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 SGS AXYS Analytical Services, a British Columbia, Canada, 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 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:

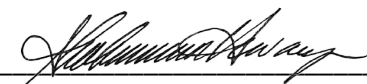
- 1. COVERED PRODUCT. The Contract is amended to expand the product included in the Contract to include the product listed below.

<b>General Chemistry</b>	<b>Matrix</b>	<b>Price</b>	<b>Standard Turn Around Time in Business</b>	<b>Expedite Price for 10 Business days</b>
(Dioxins/Furans) USEPA 1613B (Tissue)	Tissue	\$705.00	30	N/A
(Dioxins/Furans) USEPA 1613B (Solids)	Solids	\$680.00	20	\$952.00

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.

**SGS AXYS ANALYTICAL SERVICES LTD.,  
A BRITISH COLUMBIA, CANADA CORPORATION**

By: 

Name: Shea Hewage

Title: General Manager

Date: 14 April 2020

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By: Richard Worthy

Name: Richard Worthy

Title: Contract Specialist

Date: April 15, 2020

State of Washington  
Contracts & Procurement Division  
Department of Enterprise Services  
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**SECOND AMENDMENT  
TO  
CONTRACT No. 01519  
ANALYTICAL LABORATORY SERVICES**

This Second 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 SGS AXYS Analytical Services, a British Columbia, Canada, Corporation (“Contractor”) and is dated as of September 30, 2021.

**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 as follows.
  - i. Amendment 1 – Dated April 14, 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:

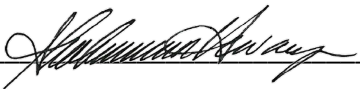
- 1. **TERM.** The Contract term is amended to extend the term sixty (60) months, ending September 30, 2026.
- 2. **PRODUCTS COVERED.** This contract is amended to revise products covered in Exhibit A of this amendment
- 3. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is 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.

**SGS AXYS ANALYTICAL SERVICES,  
A BRITISH COLUMBIA, CANADA CORPORATION**

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By:   
Name: Shea Hewage  
Title: General Manager  
Date: 27-Sep-2021

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

**Product Deleted**

Test	Matrix	Price	Standard Turn Around Time in Business	Expedite Price
(Dioxins/Furans) USEPA 8290A (Water)	Water	\$ 685.00	30	\$ 959.00
(PCB Congeners) USEPA 1668C (Soil/Sediment/Solid Waste)	Soil/Sediment/Solid Waste	\$ 895.00	20	\$ 959.00
(PCB Congeners) USEPA 1668C (Water)	Water	\$ 870.00	20	\$ 1,218.00
(PCB Congeners) USEPA 1668C (Water)	Tissue	\$ 895.00	30	n/a
(PPCP) USEPA 1694 (Water)	Water	\$ 1,650.00	30	\$ 2,310.00
Organochlorine Pesticides, EPA 1699 (Aqueous, Sediment & Tissue/Biota)	Aqueous, Sediment & Tissue/Biota	\$ 825.00	20	\$ 1,155.00
Organochlorine Pesticides, EPA 1699 (Aqueous, Sediment & Tissue/Biota)	Aqueous, Sediment & Tissue/Biota	\$ 850.00	20	\$ 1,190.00
Organochlorine Pesticides, EPA 1699 (Aqueous, Sediment & Tissue/Biota)	Aqueous, Sediment & Tissue/Biota	\$ 850.00	30	\$ 1,232.00

**Products Added**

Test	Matrix	Price	Standard Turn Around Time in Business	Expedite Price
Dioxins and Furans - US EPA 8290A by SGS AXYS MLA-017	Water + Solids	\$ 685.00	30	\$ 959.00
Dioxins and Furans - US EPA 1613B by SGS AXYS MLA-017	Water	\$ 685.00	20	\$ 959.00
PCB Congeners - US EPA 1668C by SGS AXYS MLA-010	Solid (soil, sediment, waste)	\$ 895.00	20	\$ 959.00
PCB Congeners - US EPA 1668C by SGS AXYS MLA-010	Water	\$ 870.00	20	\$ 1,218.00
PCB Congeners - US EPA 1668C by SGS AXYS MLA-010	Tissue	\$ 895.00	30	n/a
Pharmaceuticals and Personal Care Products (119 compounds by EPA 1694, List 1-5)	Water	\$ 1,650.00	30	\$ 2,310.00
Organochlorine Pesticides (EPA 1699 OCs, SGS AXYS MLA-028)	Water	\$ 825.00	20	\$ 1,155.00
Organochlorine Pesticides (EPA 1699 OCs, SGS AXYS MLA-028)	Sediment	\$ 850.00	20	\$ 1,190.00
Organochlorine Pesticides (EPA 1699 OCs, SGS AXYS MLA-028)	Tissue	\$ 850.00	30	\$ 1,232.00

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**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 SGS AXYS Analytical Services, a British Columbia, Canada, Corporation (“Contractor”) and is dated as of April 4, 2022.

**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 amended the Contract on September 30, 2021.
- 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.

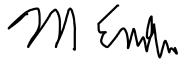
Test	Matrix	Price (per sample)	Standard turnaround time	Expedited price
Polybrominated Diphenyl Ether Flame Retardant Compounds by EPA Method 1614A in water and soil/sediment matrices. (by SGS AXYS method MLA-033, EPA 1614A method (List of 46 analytes)).	Water	\$905.00	20 business days	Not offered

	Soil	\$940.00	20 business days	Not offered
Per- and Polyfluoroalkyl Substances by draft EPA Method 1633 also in water and soil/sediment. (by SGS AXYS method MLA-110, Draft EPA 1633 by UPLC-MS/MS (List of 40 analytes)).	Water	\$385.00	20 business days	\$539.00 (10 day TAT)
	Soil	\$405.00	20 business days	\$567.00 (10 day TAT)
Reporting Options (price per sample, per analysis) - Level II PDF report delivered via email		\$0	\$0	\$0
Optional: Level IV Data Package delivered via FTP site upload or CD		\$ 35.00	Available within 5 days after analysis completion	\$ -

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.

**SGS AXYS ANALYTICAL SERVICES,  
A BRITISH COLUMBIA, CANADA CORPORATION**

By:   
Name: Michael Erikson  
Title: General Manager  
Date: 5-Apr-2022

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

Signed By:   
Name: David Mgebroff  
Title: Contracts & Procurement Supervisor  
Date: 4/4/5022

