

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

ALS Group USA, CORP
1317 South 13th Ave
Kelso, WA 98626

**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 ALS Group USA, 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	\$395.00	15	\$593.00
(Dioxins/Furans) USEPA 1613B (Tissue)	Tissue	\$395.00	15	\$593.00

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.

**ALS GROUP USA,
A WASHINGTON CORPORATION**

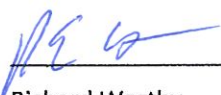
By: 

Name: Ambrose Hughey

Title: Lab Director

Date: 1/23/20

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 

Name: Richard Worthy

Title: Contract Specialist

Date: 1/23/2020

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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 ALS Group USA, a Washington Corporation ("Contractor") and is dated as of September 21, 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 previously amended the Contract as follows:
 - i. 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 follows:

- 1. **TERM.** The Contract term is amended to extend the term twelve (12) months, ending September 30, 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.

**ALS GROUP USA,
A WASHINGTON CORPORATION**

By: Howard Boorse
Name: Howard Boorse
Title: Senior Chemist
Date: 9-21-2021

Digitally signed by Howard Boorse
DN: cn=Howard Boorse, o=ALS
Environmental, ou=ALS Global,
email=howard.boorse@alsglobal.com, c=US
Date: 2021.09.21 13:40:49 -07'00'

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: David Mgebroff
Title: Procurement Supervisor
Date: 9/21/2021