

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
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 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.

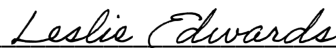
4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized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

RECITALS

- 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).

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	01519
Analytical Resources, LLC 4611 S 134 th Place, Suite 100 Tukwila, WA 98168	Amendment No.:	06
	Effective Date:	September 1, 2024

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

This Sixth 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 (“Enterprise Services”) and Analytical Resources, LLC, a Washington corporation (“Contractor”) and is dated as of September 1, 2024.

RECITALS

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 01519 dated effective as of October 1, 2019 (“Contract”).
- B. The Parties previously amended the Contract as follows:
 - (1) By instrument titled First Amendment to Contract (dated January 24, 2020) to expand the list of covered products; and
 - (2) By instrument titled Second Amendment to Contract (dated April 14, 2020) to expand the list of covered products; and
 - (3) By instrument titled Third Amendment to Contract (dated September 28, 2021) to extend the term of the contract to March 31, 2022; and
 - (4) By instrument titled Fourth Amendment to Contract (dated February 22, 2023) to extend the term of the contract to September 30, 2026; and
 - (5) By instrument titled Fifth Amendment to Contract (dated March 30, 2022) to extend the term of the contract to September 30, 2026.
- 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 14 (General Provisions) as a new subsection:

14.24 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:

14.25 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.

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

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Susan Dunnihoo
Title: Client Services
Date: 11/18/2024

By: 
Name: Tim Foitzik
Title: Procurement Supervisor
Date: 10/4/2024