

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

Stellar Associates, LLC
700 Sleater Kinney Rd SE, STE B-321
Lacey, WA 98503

**FIRST AMENDMENT
TO
CONTRACT NO. 01620
BUSINESS CONSULTING SERVICES**

This First Amendment (“Amendment”) to Contract No. 01620 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 Stellar Associates, LLC, a Washington Limited Liability Company (“Contractor”) and is dated as of May 1, 2022.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 01620 for Business Consulting Services dated effective as of March 1, 2022 (“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:

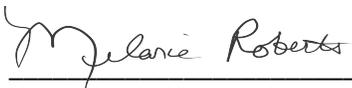
1. INCLUDED BUSINESS CONSULTING SERVICES. Exhibit A – Included Business Consulting Services of the Contract is hereby amended by deleting the following:
 - a. The second sentence from “Requirements for All Categories”, Number 8
 - b. The second sentence from “Requirements for All Categories”, Number 9
 - c. The language: “(exclusive of information technology projects)” from Category Management and Business Analysis, Services for Program Development
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.

**STELLAR ASSOCIATES, LLC,
A WASHINGTON LIMITED LIABILITY COMPANY**

By: 

Name: Melanie Roberts

Title: Principal

Date: 4/24/2022

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 

Name: Alexander Kenesson

Title: Procurement Supervisor

Date: 04/28/2022

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	01620
Stellar Associates, LLC 700 Sleater Kinney Rd SE, STE B-321 Lacey, WA 98503	Amendment No.:	2
	Effective Date:	7/1/2023

**SECOND AMENDMENT
TO
STATEWIDE CONTRACT NO. 01620
BUSINESS CONSULTING SERVICES**

This Second Amendment (“Amendment”) to Contract No. 01620 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 Stellar Associates, LLC, a Washington Limited Liability Company (“Contractor”) and is dated as of July 1, 2023.

R E C I T A L S

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 01620 for Business Consulting Services dated effective as of March 1, 2022 (“Contract”).
- B. The Parties previously amended the Contract one (1) time.
 - a. Amendment 1, effective May 1, 2022. Exhibit A - Included Business Consulting Services, Contract Description and Scope, Requirements Section is hereby amended by deleting the following:
 - i. The second sentence from subsection number 8.
 - ii. The second sentence from subsection number 9.
- 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.

A G R E E M E N T

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. EXHIBIT B - PRICES FOR GOODS/SERVICES. Exhibit B – Prices for Goods/Services is hereby amended by deleting the existing Exhibit B in its entirety and inserting the attached Exhibit B –Prices for Services to increase by 18.8% from the previous set price.
- 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. 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.
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.

STELLAR ASSOCIATES, LLC
A WASHINGTON LIMITED LIABILITY COMPANY

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Melanie Roberts
Melanie Roberts (Jun 28, 2023 15:45 PDT)

By: Bang

Name: _____

Name: Julia Bang

Title: _____

Title: Contract Specialist

Date: Jun 28, 2023

Date: Jun 28, 2023

PRICES FOR SERVICES

Category	Not to Exceed Rate
Organizational Development	\$267.30 per hour
Change Management	\$267.30 per hour
Management and Business Analysis	\$267.30 per hour
Authorized Travel Costs (for labor only, See Section 5.4)	\$267.30 per hour

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	01620
Stellar Associates, LLC 700 Sleater Kinney Rd SE, STE B-321 Lacey, WA 98503	Amendment No.:	3
	Effective Date:	March 1, 2024

**THIRD AMENDMENT
TO
CONTRACT NO. 01620
BUSINESS CONSULTING SERVICES**

This third Amendment (“Amendment”) to Contract No. 01620 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 Stellar Associates, LLC a Washington Limited Liability Company (“Contractor”) and is dated as of March 1, 2024.

RECITALS

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 01620 for Business Consulting Services dated effective as of March 1, 2022 (“Contract”).
- B. The Parties previously amended the Contract two (2) times.
 - a. Amendment 1, effective May 1, 2022. Exhibit A - Included Business Consulting Services, Contract Description and Scope, Requirements Section is hereby amended by deleting the following:
 - i. The second sentence from subsection number 8.
 - ii. The second sentence from subsection number 9.
 - b. Amendment 2, effective February 23, 2023. Exhibit B - Prices for Goods/Services is hereby amended by deleting the existing Exhibit B in its entirety and inserting the attached Exhibit B – Prices for Services to increase by 18.8% from the previous set price.
- 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. ECONOMIC ADJUSTMENT. Exhibit B – Prices for Goods/Services is hereby amended by deleting the existing Exhibit B in its entirety and inserting the attached Exhibit B – Prices for Services to increase by 2.0% from the previous set price.
2. NONDISCRIMINATION. The following provision is added as a new subsection at the end of Section 14 of the Contract (General Provisions):

14.25. NONDISCRIMINATION.

- (a) Nondiscrimination Requirement. During the term of this Contract, 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.

STELLAR ASSOCIATES, LLC
A WASHINGTON LIMITED LIABILITY COMPANY

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Wendy Carney (Mar 19, 2024 14:35 PDT)
Name: Wendy Carney
Title: Principal
Date: 19/03/2024

By: 
Name: Tim Foitzik
Title: Procurement Supervisor
Date: 02/29/2024

PRICE FOR SERVICES

Category	Not to Exceed Rate
Organization Development	\$ 271.97 per hour
Change Management	\$ 271.97 per hour
Management and Business Analysis	\$ 271.97 per hour
Authorized Travel costs (for labor only, See Section 5.4)	\$ 271.97 per hour

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	01620
Stellar Associates, LLC 700 Sleater Kinney Rd SE, STE B-321 Lacey, WA 98503	Amendment No.:	4
	Effective Date:	June 1, 2024

**FOURTH AMENDMENT
TO
CONTRACT NO. 01620
BUSINESS CONSULTING SERVICES**

This fourth Amendment (“Amendment”) to Contract No. 01620 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 Stellar Associates, LLC a Washington Limited Liability Company (“Contractor”) and is dated as of June 1, 2024.

RECITALS

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 01620 for Business Consulting Services dated effective as of March 1, 2022 (“Contract”).
- B. The Parties previously amended the Contract two (2) times.
 - a. Amendment 1, effective May 1, 2022. Exhibit A - Included Business Consulting Services, Contract Description and Scope, Requirements Section is hereby amended by deleting the following:
 - i. The second sentence from subsection number 8.
 - ii. The second sentence from subsection number 9.
 - b. Amendment 2, effective February 23, 2023. Exhibit B - Prices for Goods/Services is hereby amended by deleting the existing Exhibit B in its entirety and inserting the attached Exhibit B – Prices for Services to increase by 18.8% from the previous set price.
 - c. Amendment 3, effective March 1, 2024. Exhibit B - Prices for Goods/Services is hereby amended by deleting the existing Exhibit B in its entirety and inserting the attached Exhibit B – Prices for Services to increase by 2% from the previous set price.
 - d. Amendment 3, effective March 1, 2024. Nondiscrimination provisions are added as a new subsection at the end of Section 14 of the contract (General Provisions) as section 14.25.
- 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.

A G R E E M E N T

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. **CONTRACT MANAGEMENT.** Section 7, Subsection 1 of the contract is hereby deleted in its entirety and replaced by the following to reflect the Contractor's new point of contact:

- 7.1 **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Clayton Long
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-8508
Email: clayton.long@des.wa.gov

Contractor

Attn: April Potts
Stellar Associates, LLC
1998 Lakemoor Dr SW
Olympia, WA 98512-5526
Tel: (360) 515-9200
Email: principals@stellar-associates.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

2. **CONTRACT MANAGEMENT.** Section 7, Subsection 1 of the contract is hereby deleted in its entirety and replaced by the following to reflect the Contractor's new point of contact:

- 7.2 **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor

Attn: April Potts
Stellar Associates, LLC
1998 Lakemoor Dr SW
Olympia, WA 98512-5526
Email: principals@stellar-associates.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

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.

STELLAR ASSOCIATES, LLC
A WASHINGTON LIMITED LIABILITY COMPANY

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Wendy Carney
Wendy Carney (Jun 5, 2024 09:59 PDT)

By: 

Name: Wendy Carney

Name: Tim Foitzik

Title: Principal

Title: Procurement Supervisor

Date: 06/01/2024

Date: 06/01/2024