

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	12922
Crux Subsurface, Inc. 4308 N Barker Road Spokane Valley, WA 99027	Amendment No.:	1
	Effective Date:	October 26, 2024

**FIRST AMENDMENT
TO
CONTRACT No. 12922**

This First Amendment ("Amendment") to Contract No. 12922 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 Crux Subsurface, Inc, a Delaware Corporation ("Contractor") and is dated as of October 26, 2024.

RECITALS

- A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 12922 dated effective as of October 26, 2022 ("Contract").
- B. The Parties desire to amend the Contract to extend the term.
- C. 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. **TERM.** Term of the Contract is hereby amended by deleting the existing Section 1 in its entirety and inserting the following in lieu thereof:

The term of this Contract is forty-eight (48) months, commencing October 26, 2024, and ending October 25, 2028.

2. **PAY EQUALITY.** The following provision is added to the end of section 5 (Quality; Warranty; Remedies) as a new subsection:

- 5.9 **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.

3. NONDISCRIMINATION. The following provision is added to the end of section 5 (Quality; Warranty; Remedies) as a new subsection:

5.10 NONDISCRIMINATION.

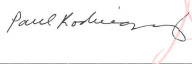
- (a) Nondiscrimination Requirement. During the term of this Contract, beginning as of the effective date of this Amendment, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written 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.

4. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

A CRUX SUBSURFACE, INC.

By: 
Name: Paul Rodriguez
Title: President
Date: 10/08/2024

Digitally signed by Paul
Rodriguez
Date: 2024.10.08
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**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Jaime Bacon
Title: Enterprise Contract & Procurement Specialist 3
Date: 10/9/2024

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	12922
Crux Subsurface, Inc. 4308 N Barker Road Spokane Valley, WA 99027	Amendment No.:	2
	Effective Date:	November 1, 2024

**SECOND AMENDMENT
TO
CONTRACT No. 12922
GEOTECHNICAL DRILLING SERVICES**

This Second Amendment ("Amendment") to Contract No.12922 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 Crux Subsurface, Inc., a Delaware Corporation ("Contractor") and is dated as of November 1, 2024.

RECITALS

- A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 12922 dated effective as of October 26, 2022("Contract").
- B. The Parties previously amended the Contract as follows:
 - (1) Amendment 1, effective October 26, 2024 (Term Extension)
- C. The Parties now desire to amend the Contract to revise the PPI indices to one relevant index and will authorize the annual price adjustment.
- D. 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. **ECONOMIC ADJUSTMENT.** Section 3.3 of this Contract (Economic Adjustment) is hereby amended by deleting the existing section 3.3 in its entirety and inserting the following in lieu thereof:

Beginning twenty-four (24) months after the effective date of this regional Statewide Contract and for every annual anniversary thereafter, the prices set forth in *Exhibit B – Prices* shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices described below, for the most recent year. All calculations for the index shall be based upon the latest version of data published as of September each year. Prices shall be adjusted on November 1. If an index is recoded (i.e., the recoded index is a direct substitute for the prior

index according to the BLS), this Statewide Contract will use the recoded index, as applicable. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

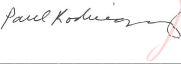
New Price = Old Price x (Current Period Index/Base Period Index). Indexes to be used will be averaged by these categories:

Description	PPI
Building related engineering projects	PCU5413305413301

2. PRICING. The Contract pricing for goods/services is hereby amended by deleting the existing ***Exhibit B – Prices for Goods and Services*** and inserting the revised ***Exhibit B – Prices for Goods and Services***.
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.

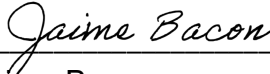
EXECUTED AND EFFECTIVE as of the day and date first above written.

**CRUX SUBSURFACE, INC.,
A DELAWARE CORPORATION**

By: 
Name: P a u l R o d r i g u e z
Title: P r e s i d e n t
Date: 10/18/2024

Digitally signed by Paul
Rodriguez
Date: 2024.10.18
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**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: J a i m e B a c o n
Title: Enterprise Contract & Procurement Specialist 3
Date: 10/18/2024

Prices for Goods and Services

Drilling Services			
Regions:		Eastern Washington: Okanogan, Ferry, Pend Oreille, Stevens, Chelan, Douglas, Lincoln, Spokane, Grant, Kittitas, Adams, Yakima, Franklin, Whitman, Benton, Garfield, Columbia, Asotin, Walla Walla, and Klickitat counties	
Item	Description	Price	Unit of Measurement
Subcategory 1: Drilling Method & Sampling Services/Supplies			
1	Drilling Methods and Sampling (includes SPT every 5 feet)		
a)	Hollow Stem Auger		
i)	0 – 50 feet	\$133.71	per foot
ii)	51 – 100 feet	\$133.71	per foot
iii)	101-150 feet	\$133.71	per foot
iv)	151-200 plus (200' MAX)	\$143.99	per foot
b)	Rock Coring and Sampling		
i)	0 – 50 feet	\$133.71	per foot
ii)	51 – 100 feet	\$133.71	per foot
iii)	101-150 feet	\$133.71	per foot
iv)	151-200 feet	\$133.71	per foot
v)	201-250 feet	\$143.99	per foot
vi)	251-300 feet	\$143.99	per foot
vii)	301 plus (500' MAX)	\$154.28	per foot
c)	Casing Advance		

i)	0 – 50 feet	\$143.99	per foot
ii)	51 – 100 feet	\$143.99	per foot
iii)	101-150 feet	\$143.99	per foot
iv)	151-200 feet	\$143.99	per foot
v)	201-250 feet	\$143.99	per foot
vi)	251-300 plus (500' MAX)	\$154.28	per foot
d)	Mud Rotary		
i)	0 – 50 feet	\$143.99	per foot
ii)	51 – 100 feet	\$143.99	per foot
iii)	101-150 feet	\$143.99	per foot
iv)	151-200 feet	\$143.99	per foot
v)	201-250 feet	\$143.99	per foot
vi)	251-300 plus	\$154.28	per foot
e)	Air Rotary		
i)	0 – 50 feet	\$143.99	per foot
ii)	51 – 100 feet	\$143.99	per foot
iii)	101-150 feet	\$143.99	per foot
iv)	151-200 feet	\$143.99	per foot
v)	201-250 feet	\$143.99	per foot
vi)	251-300 plus	\$154.28	per foot
2.	Extra Sampling		
a)	Shelby Tube Samples		
i)	0 – 50 feet	\$287.98	each
ii)	51 – 100 feet	\$287.98	each

iii)	101 feet plus	\$287.98	each
iv)	151-200 plus	\$287.98	each
b)	Borehole Samples		
i)	0 – 50 feet	\$221.13	each
ii)	51 – 100 feet	\$221.13	each
iii)	101 feet plus	\$221.13	each
iv)	151-200 plus	\$221.13	each
c)	Extra SPT Samples (Standard Penetration Test)		
i)	0 – 50 feet	\$221.13	each
ii)	51 – 100 feet	\$221.13	each
iii)	101-150 feet	\$221.13	each
iv)	151-200 feet	\$221.13	each
v)	201-250 feet	\$221.13	each
vi)	251-300 feet	\$221.13	each
vii)	301-350 feet	\$221.13	each
viii)	351-400 plus (500 MAX)	\$221.13	each
3	Observation Wells		
a)	1 inch Pipe - Per LF	\$14.40	each
b)	2 inch Pipe - Per LF	\$17.48	each
c)	2 ½ inch Pipe plus - Per LF	\$20.57	each
4.	Drums, Sealable, 55 Gallons	\$66.85	per drum
5.	Core Box - Cardboard	\$15.43	per box
6.	Piezometer Installation		
a)	Open Standpipe	\$13.37	per foot

b)	Vibrating Wire (VWP)	\$15.43	per foot
7.	Slope Inclinator Casing	\$20.57	per foot
8.	Hole Abandonment	\$5.14	per foot
Subcategory 2: Drilling Support Services			
9.	Drill Support	\$817.66	per hour
10.	Extra Man on Crew	\$0.00	per hour
11.	Project Manager	\$0.00	per hour
12.	Stand-by Hourly Rate	\$694.24	per hour
Subcategory 3: Mobilization			
13.	Site Mobilization Mileage Charge		
a)	Minimum Mobilization Charge	\$11,107.80	per job
b)	Mobilization Charge	\$25.71	per mile
14.	On-Site Mobilization	\$694.24	per hour
	Optional Services	Eastern Washington	
Item	Description	Price	Unit of Measurement
a)	ATV (or other similar Limited Access All Terrain Equipment)		
i)	0 – 50 feet	\$133.71	per foot
ii)	51 – 100 feet	\$133.71	per foot
iii)	101-150 feet	\$133.71	per foot
iv)	151-200 feet	\$133.71	per foot
v)	201-250 feet	\$133.71	per foot
vi)	251-300 feet	\$143.99	per foot
vii)	301-350 feet	\$143.99	per foot
viii)	351-400 feet	\$143.99	per foot

ix)	401-450 feet	\$143.99	per foot
x)	451-500 feet	\$143.99	per foot
	Site Mobilization Mileage Charge		
	Minimum Mobilization Charge	\$11,107.80	per job
	Mobilization Charge	\$25.71	per mile

Optional Services

		Eastern Washington	
Item	Description	Price	Unit of Measurement
a)	ATV (or other similar Limited Access All Terrain Equipment)		
i)	0 – 50 feet	\$133.71	per foot
ii)	51 – 100 feet	\$133.71	per foot
iii)	101-150 feet	\$133.71	per foot
iv)	151-200 feet	\$133.71	per foot
v)	201-250 feet	\$133.71	per foot
vi)	251-300 feet	\$143.99	per foot
vii)	301-350 feet	\$143.99	per foot
viii)	351-400 feet	\$143.99	per foot
ix)	401-450 feet	\$143.99	per foot
x)	451-500 feet	\$143.99	per foot
xi)	501 feet plus	\$143.99	per foot
	Site Mobilization Mileage Charge		
	Minimum Mobilization Charge	\$13,658.48	per job

	Mobilization Charge	\$25.71	per mile
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