

<b>STATE OF WASHINGTON</b> Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT ASSIGNMENT</b>	
	Contract No.:	22222
<b>ASSIGNOR</b> Anchor QEA, LLC 1201 3 <sup>rd</sup> Avenue, Suite 2600 Seattle, WA 98101	Effective Date:	April 10, 2024
<b>ASSIGNEE</b> Anchor QEA, Inc. 1201 Third Avenue, Ste 2600 Seattle, Washington 98101		

**ASSIGNMENT, ASSUMPTION, & CONSENT AGREEMENT  
 FOR  
 CONTRACT NO. 22222  
 ENVIRONMENTAL CONSULTING SERVICES**

This Assignment, Assumption, and Consent Agreement (“Agreement”) for Contract No. 22222 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”), Anchor QEA, a Washington Limited Liability Company (“Assignor”), and Anchor QEA, Inc., a Washington Corporation (“Assignee”) and is dated and effective as of April 10, 2024 (“Effective Date”).

**RECITALS**

- A. State and Assignor entered into that certain Contract No. 22222 dated effective as of April 10, 2024 which is attached hereto as Exhibit A (“Contract”);
- B. Assignor desires to assign all of its rights, obligations, and liabilities under the Contract to Assignee;
- C. Assignee desires to accept and assume all of the rights, obligations, and liabilities of Assignor under the Contract; and
- D. State desires to consent to such assignment, acceptance, and assumption.

**AGREEMENT**

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. **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.

2. 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.
3. 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.
4. 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.
5. 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: Heather Page  
ANCHOR QEA, Inc.  
  
1201 Third Avenue, Ste 2600  
Seattle, Washington 98101  
  
Email: [hpage@anchorqea.com](mailto:hpage@anchorqea.com)
6. 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.
7. 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.
8. 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.
9. 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.

10. 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.


11. 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**  
**ANCHOR QEA, LLC**  
**A WASHINGTON LIMITED LIABILITY COMPANY**

By:   
Heather Page (Apr 11, 2024 09:02 PDT)  
Name: \_\_\_\_\_  
Title: Shareholder  
Date: \_\_\_\_\_

**ASSIGNEE**  
**ANCHOR QEA, INC.**  
**A WASHINGTON CORPORATION**

By:   
Heather Page (Apr 11, 2024 09:02 PDT)  
Name: \_\_\_\_\_  
Title: Shareholder  
Date: \_\_\_\_\_

**STATE OF WASHINGTON**  
**DEPARTMENT OF ENTERPRISE SERVICES**

By:   
Name: Tim Foitzik  
Title: Procurement Supervisor  
Date: 4/11/2024

**CONTRACT TO BE ASSIGNED**

22222 Environmental Consulting Services Effective April 10, 2024

As amended by:

22222 Environmental Consulting Services ASSIGNMENT, ASSUMPTION, & CONSENT AGREEMENT, 1,  
Effective April 10, 2024

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	22222
Anchor QEA, Inc. 1204 Third Avenue, Suite 2600 Seattle, WA 98101	Amendment No.:	2
	Effective Date:	September 1, 2024

**SECOND AMENDMENT  
TO  
CONTRACT NO. 22222  
ENVIRONMENTAL CONSULTING SERVICES**

This Second Amendment (“Amendment”) to Contract No. 22222 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 Anchor QEA, Inc., 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. 22222 dated effective as of February 1, 2024 (“Contract”).
- B. The Parties previously amended the Contract as follows:
  - (1) By instrument titled First Amendment to Contract (dated April 10, 2024) for an Assignment and Assumption from Anchor QEA, LLC to Anchor QEA, Inc.
- 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 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 18 (General Provisions) as a new subsection:
  - 18.25 **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. 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.

**ANCHOR QEA, INC.,  
A WASHINGTON CORPORATION**

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By:   
Heather Page (Oct 10, 2024 08:58 EDT)  
Name: Heather Page  
Title: Shareholder  
Date: October 10, 2024

By:   
Name: Tim Foitzik  
Title: Procurement Supervisor  
Date: 10/2/2024