

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
EA Engineering, Science, and Technology, Inc., PBC 2200 6 <sup>th</sup> Ave; Ste 707 Seattle, WA 98121	Amendment No.:	1
	Effective Date:	April 9, 2024

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

This First 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 EA Engineering, Science, and Technology, Inc., PBC a Delaware Corporation (“Contractor”) and is dated as of April 9, 2024.

**RECITALS**

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 22222 for Environmental Consulting Services dated effective as of February 1, 2024 (“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. **CATEGORY COVERED.** The Contract is amended to add EA Engineering, Science, and Technology, Inc., PBC, Category Five (5) Hazardous Materials and Solid Waste, as set forth in the attached Exhibit A (April 9, 2024). As of the effective date of this Amendment, any reference to Exhibit A in the Contract is deemed to be a reference to the attached Exhibit A (April 9, 2024).
- 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.

**EA ENGINEERING, SCIENCE, AND TECHNOLOGY, INC.,  
PBC  
A DELAWARE CORPORATION**

By: *Jennifer Bouchard*  
Name: Jennifer Bouchard  
Title: Pacific Northwest Operations Manager  
Date: Apr 12, 2024

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By: *Tim Foitzik*  
Name: Tim Foitzik  
Title: Procurement Supervisor  
Date: Apr 12, 2024

**INCLUDED CATEGORIES OF ENVIRONMENTAL CONSULTING SERVICES****Required Specifications for All Categories.**

All categories require Bidder to be able to provide appropriate planning, permitting, monitoring, documenting, and reporting to meet applicable federal, state, and local laws and regulations. Additionally, Bidder must also support geographic information system (GIS) mapping, data management, tools, and interpretation services following state standards. Bidder must assist with public involvement or public participation as it pertains to quality assurance, quality control, or data validation when requested. Bidder must also provide services related to Ecological studies, project design, and project closeout.

**1. Hazardous Materials and Solid Waste**

Consulting services provided by Bidder must include but are not limited to:

- a. Provide all applicable environmental site assessment (ESA) Phases
- b. Life cycle assessment of products and chemicals
- c. Hazardous Materials Surveys (Asbestos, lead, PCBs, Mercury, and Metals)
- d. Sampling and evaluation
- e. Monitoring and reporting
- f. Regulatory/environmental compliance
- g. Complying with sediment management standards
- h. Complying with state on-site sewage system standards
- i. Remedial investigations/ feasibility studies
- j. Remedial Action Plans/ Cleanup Action Plans

**Noted Acts/Regulations/Employee types needed with expertise:**

1. Model Toxics Control Act (MTCA)
2. National Environmental Policy Act (NEPA)/ State Environmental Policy Acts (SEPA)
3. Environmental Protection Agency's (EPA's) hazardous waste regulations under the Resource Conservation and Recovery Act (RCRA) as they apply to hazardous waste pharmaceuticals
4. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)
5. Emergency Planning and Community Right-to-Know Act (EPCRA)
6. Certified Industrial Hygienist (CIH)
7. Industrial Hygiene Technician

OPTIONAL (Please note in response if applicable):

- Underground Storage Tank (UST) services to include:
  - Home heating oil tank inspection
  - Decommissioning and tank closure reports
  - Project consultation
  - Code compliance inspections
  - UST tightness test and helium testing
  - Insurance inspection and funding options
  - Spill Prevention, Control, and Countermeasure (SPCC) Plan
  - Estimates/budgets and spill prevention

**Hazardous Materials and Solid Waste**

Bidder Name:	EA Engineering, Science, and Technology, Inc., PBC
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*Bidder Name required on each sheet*

Staffing Type	Job Title	Hourly Rate
Principal/Manager	Principal – Owner/Partner	275
Principal/Manager	Senior Director, Engineer/Scientist	275
Principal/Manager	Director, Engineer/Scientist	245
Principal/Manager	Project Manager	215
Consultants	Senior Lead Consultant, Engineer/Scientist	200
Consultants	Lead Consultant, Engineer/Scientist	180
Consultants	Senior Consultant, Engineer/Scientist	165
Consultants	Associate Consultant, Engineer/Scientist	140
Consultants	Assistant Consultant, Engineer/Scientist	125
Consultants	Professional (Licensed) Non Engineering	215
Consultants	Professional (Non Licensed)	110
Field Staff	Field Staff Senior/Technician	100
Field Staff	Field Staff Junior/Technician	90
Data Analyst	Drafting (CAD)	105
Data Analyst	Mapping (GIS/EIM)	125
Technical Support	Project Specialist	100
Administrative Support	Report Preparation	110
Consultants	Professional (Licensed) Engineer (Non-scored)	230

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
EA Engineering, Science, and Technology, Inc., PBC 2200 Sixth Avenue, Suite 707 Seattle, WA 98121	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 EA Engineering, Science, and Technology, Inc., PBC a Delaware 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 9, 2024) to add Category Five (5) Hazardous Materials and Solid Waste to Exhibit A – Included Categories of Environmental Consulting Services.
- 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.

**EA ENGINEERING, SCIENCE, AND TECHNOLOGY, INC.,  
PBC,  
A DELAWARE CORPORATION**

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By: Xanne Luera  
Name: Xanne Luera  
Title: Director of Contracts  
Date: 10/10/2024

By:   
Name: Tim Foitzik  
Title: Procurement Supervisor  
Date: 10/02/2024