

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	COOPERATIVE PURCHASING AGREEMENT AMENDMENT	
	Contract No.:	27723
Mechtronics Controls LLC DBA HVAC USA 2195 Faraday Ave STE G Carlsbad, CA 92008	Amendment No.:	1
	Effective Date:	02-15-2025

**FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT NO. 27723
HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) PARTS**

This First Amendment (“Amendment”) to Cooperative Purchasing Agreement No. 27723 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 Mechtronics Controls LLC DBA HVAC USA, a Washington Limited Liability Company (“Contractor”) and is dated and effective as of February 15, 2025.

RECITALS

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Cooperative Purchasing Agreement No. 27723 dated effective as of August 15, 2024 (“Cooperative Purchasing Agreement” or “Contract”).
- B. The Parties now desire to amend the Cooperative Purchasing Agreement to include a ‘pay equality provision’ as required by the Washington State Legislature. See LAWS OF 2023, ch. 475, § 919(4).
- C. The amendment set forth herein is within the scope of the Cooperative Purchasing Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Cooperative Purchasing Agreement, as follows:

1. **PAY EQUALITY.** The following provision is added to the end of section 5 (QUALITY; WARRANTY; REMEDIES) as a new subsection:
 - 5.5 **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 Cooperative Purchasing Agreement and any Purchaser hereunder similarly may suspend or terminate its use of the Cooperative Purchasing Agreement and/or any agreement entered into pursuant to this Cooperative Purchasing Agreement.

2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Cooperative Purchasing Agreement 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 Cooperative Purchasing Agreement 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.

**MECHTRONICS CONTROLS LLC DBA HVAC USA,
A WASHINGTON LIMITED LIABILITY COMPANY**

By: *Lyndon Stout*
Name: Lyndon STOUT
Title: OWNER
Date: 2-13-25

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: *Jaimie Bacon*
Name: Jaimie Bacon
Title: Contracts & Procurement Specialist
Date: 2/13/2025