

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	28223
Salish Sea Marine LLC dba Royal Restrooms of Washington 26828 Maple Valley-Black Diamond Rd SE #282 Maple Valley, WA 98038	Amendment No.:	1
	Effective Date:	October 1, 2024

**FIRST AMENDMENT  
TO  
CONTRACT NO. 28223  
PORTABLE SANITATION SERVICES**

This First Amendment ("Amendment") to Contract No. 28223 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 Salish Sea Marine dba Royal Restrooms of Washington, a Washington Limited Liability Company ("Contractor") and is dated as of October 1, 2024.

**RECITALS**

- A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 28223 dated effective as of April 25, 2024 ("Contract").
- B. 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).
- 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 follows:

1. **PAY EQUALITY.** The following provision is added to the end of section 4 (Contract Representation and Warranties) as a new subsection:
  - 4.19 **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.

**SALISH SEA MARINE LLC DBA ROYAL RESTROOMS OF  
WASHINGTON,  
A WASHINGTON LIMITED LIABILITY COMPANY**

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By:   
Ross Dorn (Sep 24, 2024 11:06 PDT)

Name: Ross Dorn

Title: General Manager, Principal

Date: 09/24/2024

By: *Nick Ioanna*

Name: Nicholas Ioanna

Title: Procurement Supervisor

Date: 09/24/2024

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	28223
Salish Sea Marine LLC dba Royal Restrooms of Washington 26828 Maple Valley-Black Diamond Rd SE #282 Maple Valley, WA 98038	Amendment No.:	2
	Effective Date:	April 25, 2025

**SECOND AMENDMENT**  
**TO**  
**CONTRACT NO. 28223**  
**PORTABLE SANITATION SERVICES**

This Second Amendment ("Amendment") to Contract No. 28223 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 Salish Sea Marine dba Royal Restrooms of Washington, a Washington Limited Liability ("Contractor") and is dated as of April 25, 2025.

**RECITALS**

- A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 28223 dated effective as of April 25, 2024 ("Contract").
- B. The Parties previously amended the Contract as follows:
  - (1) By instrument titled First Amendment to the Contract (dated October 1, 2024) to add a new subsection 18.25 Washington State Pay Equality to the Contract.
- C. The Parties now desire to amend the Contract to extend the term of the contract and to adjust prices per the agreed economic 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. **TERM.** The Contract term is amended to extend the term twenty-four (24) months, ending April 24, 2028.
- 2. **ECONOMIC PRICE ADJUSTMENT.** Pursuant to section 3.3 of the Contract, the pricing for the goods/services is hereby amended by deleting the existing Exhibit B – Prices for Goods/Services in

its entirety and inserting the attached Exhibit B – Prices for Goods/Services (dated April 25, 2025). These prices include the agreed economic adjustment of 3.5%.

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.

**SALISH SEA MARINE LLC DBA ROYAL RESTROOMS OF  
WASHINGTON,  
A WASHINGTON LIMITED LIABILITY COMPANY**

By:   
Rois Dorn (Apr 1, 2025 13:21 PDT)  
Name: Ross Dorn  
Title: General Manager, Principal  
Date: 2025-04-01

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By:   
Name: Shantel Wight  
Title: Interim Procurement Supervisor  
Date: 2025-04-01

## PRICES FOR GOODS/SERVICES

Portable Shower Trailers	
Statewide - All Counties	
Portable Shower Trailers	
Shower Trailers (Scored)	Unit Price
Weekly Rental Fee for a 2-unit trailer	\$ 1,242.00
Monthly Rental Fee for a 2-unit trailer	\$ 4,140.00
Weekly Rental Fee for a 3-unit trailer	\$ 1,863.00
Monthly Rental Fee for a 3-unit trailer	\$ 5,175.00
Delivery and Removal Fee within 50 miles RT	\$ 414.00
Delivery and Removal Fee within 51-100 miles RT	\$ 828.00
Delivery and Removal Fee within 101-150 miles RT	\$ 1,242.00
Cleaning Service Fee within 50 miles RT	\$ 155.25
Cleaning Service Fee within 51-100 miles RT	\$ 414.00
Cleaning Service Fee within 101-150 miles RT	\$ 621.00
Delivery and Cleaning Fee over 150 RT	To Be Quoted
Emergency Fees	
Emergency within 50 miles RT	\$ 517.50
Emergency within 51 - 100 miles RT	\$ 931.50
Emergency within 101 - 150 miles RT	\$ 1,345.50
Emergency over 150 miles RT	To Be Quoted

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	Contract No.:	28223
Salish Sea Marine LLC dba Royal Restrooms of Washington 26828 Maple Valley-Black Diamond Rd SE #282 Maple Valley, WA 98038	Amendment No.:	3
	Effective Date:	June 1, 2025

**THIRD AMENDMENT  
TO  
CONTRACT NO. 28223  
PORTABLE SANITATION SERVICES**

This Third Amendment (“Amendment”) to Contract No. 28823 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 Salish Sea Marine dba Royal Restrooms of Washington, a Washington Limited Liability Company (“Contractor”) and is dated as of June 1, 2025.

**RECITALS**

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 28223 dated effective as of April 25, 2024 (“Contract”).
- B. The Parties previously amended the Contract as follows:
  - (1) By instrument titled First Amendment to the Contract (dated October 1, 2024) to add a new subsection 18.25 Washington State Pay Equality; and
  - (2) By instrument titled Second Amendment to the Contract (dated April 25, 2025) to extend the term of the Contract to April 25, 2025, and to add a 3.5% economic price adjustment per Section 3.3 of the Contract.
- C. The Parties now desire to amend the Contract to revise Section 8.1 Ordering Requirements, and to add Section 8.12 Dangerous Waste Regulation and Section 8.13 Property Damages.
- 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. ORDERING REQUIREMENTS. Section 8.1 Ordering Requirements of the Contract is hereby amended by deleting the existing Section 8.1 in its entirety and inserting the following in lieu thereof:

8.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order Goods and/or Services from this Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order or another purchasing mechanism. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All Purchase Orders must reference the Contract number. Upon placing an order, Contractor shall honor prices based on the day for which an order was placed. Prices are guaranteed for the duration listed on the Purchase Order. For orders that will extend past an economic price adjustment, Contractor will notify Purchaser of the price change at the time of order placement. The terms of this Contract shall apply to any Purchase Order or other purchasing mechanism, and, in the event of any conflict, the terms of this Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Contract.

2. DANGEROUS WASTE REGULATIONS. The following provision is added to section 8 (Using The Contract) as a new subsection:

8.12 DANGEROUS WASTE REGULATIONS. Portable restrooms are provided for the purpose of handling human waste and toilet paper. In accordance with WAC 173-303 Contractors are restricted from disposing of specific pollutants. Purchasers are not authorized or knowingly allowed to place hazardous waste or materials in portable sanitation units. If Purchaser violates this section, Purchaser shall be responsible for the cost of properly disposing the following contents:

1. Pollutants which create fire or explosion hazard.
2. Petroleum oil, non-biodegradable cutting oil, or products of mineral origin including but not limited to gas, oil, and paint.
3. Additional restrictions may apply depending on the individual disposing facility.

3. PROPERTY DAMAGES. The following provision is added to section 8 (Using The Contract) as a new subsection:

8.13 PROPERTY DAMAGES. Purchaser must provide a free and clear pathway for commercial vehicles to deliver and service any portable sanitation units. If Contractor is advised to go over curbs, grass areas, utilities or structures that may be damaged in the delivery or servicing of these units, Purchasers will be responsible for any damages that occur. This shall include damages to Contractor's equipment, such as the delivery trailer, vehicle, etc. If Contractor determines damages may occur, Contractor will discuss with Purchaser prior to completion of delivery or servicing.

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

6. **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.
7. **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.
8. **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.

**SALISH SEA MARINE LLC DBA ROYAL RESTROOMS OF  
WASHINGTON,  
A WASHINGTON LIMITED LIABILITY CORPORATION**

By:   
Ross Dorn (May 20, 2025 12:23 PDT)  
Name: Ross Dorn  
Title: General Manager, Principal  
Date: 05/20/25

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By: Shantel Wight  
Name: Shantel Wight  
Title: Procurement Supervisor  
Date: 05/20/25