

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	00120
Enviro-Clean Equipment Inc. 2395 NW Eleven Mile Avenue Gresham, OR 97030-3566	Amendment No.:	6
	Effective Date:	March 1, 2024

**SIXTH AMENDMENT
TO
CONTRACT No. 00120
CATCH BASIN CLEANERS AND JET RODDER TRUCKS (VARIOUS SIZES)**

This Sixth Amendment (“Amendment”) to Contract No. 00120 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 Enviro-Clean Equipment Inc. an Oregon Company (“Contractor”) and is dated as of March 1, 2024.

RECITALS

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 00120 for Catch Basin Cleaners and Jet Rodder Trucks (Various Sizes) dated effective as of 10/1/2020 (“Contract”).
- B. The Parties previously amended the Contract 00120 as follows:
 - a. Amendment No. 1: Effective January 1, 2021. To amend Exhibit B Prices “Category Discounts” for Chassis, add a new Exhibit E Chassis, and add Section 3.6 Product Additions and Deletions to the Master Contract.
 - b. Amendment No. 2: Effective April 4, 2022. To amend Exhibit B Prices.
 - c. Amendment No. 3: Effective August 1, 2022. Added Temporary Price Adjustments clause, Amended Price Adjustment section 3.3 and Delivery Requirements section 5.3 (a).
 - d. Amendment No. 4: Effective April 14, 2023. To amend Exhibit B Prices by deleting Catalog Pricing in Contract 00120 (pages 2-111) in their entirety.
 - e. Amendment No. 5: Effective November 30, 2023. Added Catalog update.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract to add Nondiscrimination clause.

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. **NONDISCRIMINATION.** The following provision is added as a new subsection at the end of Section 19 of the Contract (General Provisions):

Nondiscrimination Requirement. During the term of this Contract, 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.


- (a) **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).
- (b) **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.
- (c) **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.

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.

Enviro-Clean Equipment Inc.
AN OREGON CORPORATION

By: 
 Name: William F. Clanton
 Title: President
 Date: 2/16/2024

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
 Name: Kelli Carmony
 Title: Procurement Supervisor
 Date: 3/5/24