

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Birch Equipment Company, Inc.
1619 Kentucky Street
Bellingham, WA 98228

**THIRD AMENDMENT
TO
CONTRACT No. 02915
EQUIPMENT RENTAL**

This Third Amendment ("Amendment") to Contract No. 02915 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 ("State") and Birch Equipment Company, Inc., a Washington Corporation ("Contractor") and is dated as of January 1, 2020.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02915 for Equipment Rental dated effective as of January 1, 2016 ("Contract").
- B. The Parties previously amended the Contract October 1, 2017.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

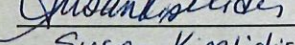
NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **TERM.** The term of the contract is amended to extend the period of performance for twenty-four (24) months, ending December 31, 2021.
- 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.

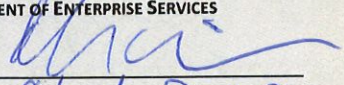
4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission 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.

BIRCH EQUIPMENT COMPANY, INC.
A WASHINGTON CORPORATION

By: 
Name: Susan Kipelidis
Title: Controller
Date: 12-5-2019

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Chad Irwin
Title: Contracts Supervisor
Date: 12/19/19