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

Viking-Cives Midwest, Inc.
22956 Highway 61
Oran, Missouri 63771
P.O. Box 295
Morley, MO 63767-0295

FIRST AMENDMENT
TO
CONTRACT NO. 01117
VIKING-CIVES MIDWEST, INC.

This First Amendment ("Amendment") to Contract No. 01117 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 Viking-Cives Midwest, Inc., a Missouri corporation ("Contractor") and is dated as of March 31, 2020.

RECITALS

A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01117 for Dump Bodies, Snow Plows Various Types, Controls and Services dated effective as of May 1, 2018 ("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 follows:

1. TERM. Per contract 01117 Section 1 Contract Term, the contract with Viking-Cives Midwest, Inc. is extended for an additional two (2) years effective May 1, 2020 through April 30, 2022.

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.

VIKING-CIVES MIDWEST, INC.
A MISSOURI CORPORATION

By: 

Name: Kevin Newson

Title: Western States Sales Manager

Date: March 30, 2020

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 

Name: Kim Kirkland

Title: IT Procurement Supervisor

Date: March 30, 2020

Amd_1VC_01117

Final Audit Report 2020-03-30

Created:	2020-03-30
By:	Ashly McBunch (Ashly.mcbunch@des.wa.gov)
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2020-03-30 - 10:00:54 PM GMT

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

Viking- Cives Midwest, Inc
22956 Highway 61
Oran, Missouri 63771
P.O. Box 295
Morley, MO 63767-0295

SECOND AMENDMENT
TO
CONTRACT NO. 01117
VIKING- CIVES MIDWEST, INC
DUMP BODIES, SNOW PLOWS VARIOUS TYPES, CONTROLS AND SERVICES

This Second Amendment ("Amendment") to Contract No. 01117 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 Viking- Cives Midwest, Inc, a Missouri Corporation ("Contractor") and is dated as of March 31, 2022.

RECITALS

A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01117 for Dump bodies, Snow Plows Various Types, Control and Services dated effective as of May 1, 2018 ("Contract").

B. The Parties previously amended the Contract 01117 as follows:

    a. First Amendment dated March 31, 2020- Contract Extension

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. Per contract 01117 Section 1 Contract Term, the contract with Viking- Cives Midwest, Inc. Is extended for an additional two (2) years affective May 1,2022 through April 30, 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. 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.

VIKING- CIVES MIDWEST, INC
A MISSOURI CORPORATION

By: Kevin Newson

Name: Kevin Newson

Title: Western States Sales Manager

Date: 3/22/2022

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: __

Chad Irwin

Name: Chad Irwin

Title: Procurement Supervisor

Date: __03/28/2022_____

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	**MASTER CONTRACT AMENDMENT**	
	Master Contract No.:	01117
Viking- Cives Midwest, Inc 22956 Highway 61 Oran, Missouri 63771 P.O. Box 295 Morley, MO 63767-0295	Amendment No.:	3
	Effective Date:	November 1,2022

THIRD AMENDMENT

TO

MASTER CONTRACT NO. 01117

DUMP BODIES, SNOWPLOWS VARIOUS TYPES, CONTROLS AND SERVICES

This Third Amendment ("Amendment") to Master Contract No. 01117 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 Viking- Cives Midwest, a Missouri Corporation Company ("Contractor") and is dated and effective as of November 1,2022.

RECITALS

A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods/services to support Washington state agencies. *See* RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these master contracts available, pursuant to agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. *See* RCW 39.26.050(1) & (2).

B. To provide a cost-effective and efficient procurement solution for state agencies and other eligible purchasers, Enterprise Services typically develops multi-year Master Contracts. Such Master Contracts establish pricing and, where appropriate, price adjustments over the term of the Master Contract.

C. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Master Contract No. 01117 dated effective as of May 1,2018 ("Master Contract").

D. The Parties previously amended the Master Contract 01117 as follows:

   a. First Amendment dated March 30,2020- Contract Extension

   b. Second Amendment dated March 31,2022- Contract Extension

E. Enterprise Services and Contractor are witnessing unanticipated costs increases pertaining to certain raw materials, components, and logistical supply constraints that are unexpectedly tensioning pricing pertaining to this Master Contract. Accordingly, the Parties now desire to

amend the Master Contract to address certain unanticipated cost increases and provide temporary an equitable, temporary price adjustment consistent with the purpose of this Master Contract.

F. The amendment set forth herein is within the scope of the Master Contract.

AGREEMENT

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

1. TEMPORARY PRICE ADJUSTMENT. The Master Contract is amended to add the following provision:

> TEMPORARY PRICE ADJUSTMENT. Notwithstanding any provision to the contrary, beginning August 1,2022, upon written request by Contractor, Enterprise Services will review, evaluate, and, as appropriate in its sole determination, approve temporary price adjustments pertaining to Master Contract goods/services impacted by unexpected costs that are beyond the Master Contract's applicable price adjustment procedures, if any; *Provided*, however, that:
>
> (a) Contractor must request such temporary price adjustment in writing and set forth the unexpected costs that are adversely impacting Contractor's specific Master Contract goods/services;
>
> (b) The unexpected costs must be unanticipated, beyond the reasonable control of Contractor, and impacting Contractor's industry/market segment (if the unexpected costs only are impacting Contractor and not its competitors, there will be no temporary price adjustment);
>
> (c) The unexpected costs must not be part of any other price adjustment (e.g., a PPI inflation adjustment) allowed or provided by the Master Contract and, if granted by Enterprise Services, the impact of any temporary price adjustment will be considered by Enterprise Services and factored into any other price adjustments as allowed or provided by the Master Contract;
>
> (d) Contractor must propose to Enterprise Services a reasonable, temporary price adjustment that, based on a material input percentage basis (or similar appropriate metric) for the goods/services equitably aligns Master Contract prices for impacted goods/services with the Master Contract's allocation of risk/return (e.g., Contractor's margin);
>
> (e) Contractor must document to Enterprise Services that Contractor already has implemented equivalent or greater price adjustments for Contractor's goods/services to other non-affiliated customers outside of the Master Contract based on the unexpected costs identified to Enterprise Services;
>
> (f) Contractor, acting in good faith, also must evaluate and, as appropriate, propose temporary price adjustments if costs for Contractor's Master Contract goods/services have unexpectedly decreased;
>
> (g) Enterprise Services, acting in good faith, will have sole discretion to approve the scope, amount, and duration of any temporary price adjustment;

(h) Any such temporary price adjustment will be temporary and will include a stated period that will not exceed 92 days (Contractor, if circumstances warrant, may seek a subsequent temporary price adjustment); and

(i) Unless and until a temporary price adjustment is approved in writing by Enterprise Services, Contractor will not adjust Master Contract prices.

2. SECTION 3.3 PRICE ADJUSTMENTS is deleted in its entirety and replaced with the following:

SECTION 3.3 ECONOMIC ADJUSTMENT. The Contract Prices set forth herein are firm and fixed for one year from the effective date of this Master Contract. Beginning twelve (12) months after the effective date of this Master Contract and for every annual anniversary thereafter, Contractor may request an annual price adjustment. Requests for price adjustments must be made in writing and be received at least thirty (30) days prior to the adjustment date (the annual anniversary of the effective date of the Master Contract). In the event Contractor fails to timely request a price adjustment, Enterprise Services, at its sole discretion, may allow an untimely adjustment; *Provided*, however, that such adjustment will not be effective for any time prior to Enterprise Services' price adjustment. Price adjustments will be made in accordance with the percentage change in the United States Department of Labor, Bureau of Labor and Statistics (BLS) Produce Price Index (PPI), Commodity Groups;

Item Code PCU336211336211 Motor Vehicle Body Mfg. – Will be applied to all snowplows, eliminating the need for a cost breakdown. (Cat A, Cat B, Cat C, Cat D, Cat E, Cat F, Cat G, Cab Guard, All Hydro. Pkg., All Plow Categories)

Item Code PCU3362113362115A Dump Truck Bodies – Will be applied to all dump truck bodies, eliminating the need for a cost breakdown. (Cat C, Cat D, Cat E)

Issued every December of each contract term, the percentage difference between the PPI issued for December, of the previous year will be used for the based period index for example:

In December 2021 the base period index will be December 2020
In December 2022 the base period index will be December 2021

The PPI issued for each December of each year of adjustment will determine the maximum allowable adjustment of the original contract prices. No retroactive contract price adjustments will be allowed. The economic adjustment shall be calculated as follows:

New Price = Old Price x (Current Period Index/Base Period Index).

Only final PPI data will be used to adjust contract pricing. This Master Contract will use seasonally unadjusted indexes. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used.

3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Master 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 Master 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 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.

VIKING- CIVES MIDWEST, INC
A MISSOURI CORPORATION

By: _____
Name: Kevin Newson
Title: Western States Sales Manager
Date: 10-24, 2022

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Kelli Carmony
Name: Kelli Carmony
Title: Procurement Supervisor
Date: October 24, 2022

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	**CONTRACT AMENDMENT**	
	Contract No.:	01117
Viking-Cives Midwest, Inc. 22956 Highway 61 Oran, Missouri 63771 PO Box 295 Morley, Missouri 63767-0295	Amendment No.:	4
	Effective Date:	3/15/2023

FOURTH AMENDMENT

TO

STATEWIDE CONTRACT NO. 01117

DUMP BODIES, SNOWPLOWS VARIOUS TYPES, CONTROLS & SERVICES

This Seventh Amendment ("Amendment") to Contract No. 01117 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 Viking-Cives Midwest, Inc., a Missouri Corporation Company ("Contractor") and is dated as of March 15, 2023.

RECITALS

A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01117 for Dump Bodies, Snowplows Various Types, Controls & Services dated effective as of May 1, 2018 ("Contract").

B. The Parties previously amended the Contract six times:

   a. First Amendment to Contract (dated March 30, 2020) to extend the term of the Contract for two (2) years effective May 1, 2020 through April 30, 2022;

   b. Second Amendment to Contract (dated March 31, 2022) to extend the term of the Contract for two (2) years effective May 1, 2022 through April 30, 2024;

   c. Third Amendment to Contract (dated November 1, 2022) for a temporary price increase and an economic price adjustment.

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. SECTION 3.3 is replaced with the following, to align adjustments to annual anniversary of the contract in *May*, and correct the categories for each respective item code:

a. SECTION 3.3 ECONOMIC ADJUSTMENT. The Contract Prices set forth herein are firm and fixed for one year from the effective date of this Contract. Beginning twelve (12) months after the effective date of this Contract and for every annual anniversary thereafter, Contractor may request an annual price adjustment. Requests for price adjustments must be made in writing and be received at least thirty (30) days prior to the adjustment date (the annual anniversary of the effective date of the Contract). In the event Contractor fails to timely request a price adjustment, Enterprise Services, at its sole discretion, may allow an untimely adjustment; *Provided*, however, that such adjustment will not be effective for any time prior to Enterprise Services' price adjustment. Price adjustments will be made in accordance with the percentage change in the United States Department of Labor, Bureau of Labor and Statistics (BLS) Produce Price Index (PPI), Commodity Groups;

Item Code PCU336211336211 Motor Vehicle Body Mfg. – Will be applied to all snow plows, eliminating the need for a cost breakdown. (Cat A, Cat B, Cat F, Cat G, Cab Guard, All Hydro. Pkg., All Plow Categories)
Item Code PCU3362113362115A Dump Truck Bodies – Will be applied to all dump truck bodies, eliminating the need for a cost breakdown. (Cat C, Cat D, Cat E)

Issued every *May* of each contract term, the percentage difference between the PPI issued for *May*, of the previous year will be used for the based period index for example:

In *May* 2023 the base period index will be *May* 2022
In *May* 2024 the base period index will be *May* 2023

The PPI issued for each *May* of each year of adjustment will determine the maximum allowable adjustment of the original contract prices. No retroactive contract price adjustments will be allowed. The economic adjustment shall be calculated as follows:

New Price = Old Price x (Current Period Index/Base Period Index).

Only final PPI data will be used to adjust contract pricing. This Contract will use seasonally unadjusted indexes. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used.

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.

VIKING-CIVES MIDWEST, INC.
A MISSOURI CORPORATION COMPANY

By: _____

Name: Kevin Newson

Title: Western States Sales Manager

Date: 3/13/2023

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Kelli Carmony

Name: Kelli Carmony

Title: Contracts and Procurement Supervisor

Date: 3/13/2023

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	**CONTRACT AMENDMENT**	
	Contract No.:	01117
Viking-Cives Midwest, Inc. 22956 Highway 61 Oran, Missouri 63771 PO Box 295	Amendment No.:	05
	Effective Date:	03/15/2024

FIFTH AMENDMENT

TO

CONTRACT NO. 01117

DUMP BODIES, SNOWPLOWS VARIOUS TYPES, CONTROLS & SERVICES

This Fifth Amendment ("Amendment") to Contract No. 01117 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 Viking-Cives Midwest, Inc., a Missouri Corporation ("Contractor") and is dated as of March 15, 2024.

RECITALS

A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 01117 for Dump Bodies, Snowplows Various Types, Controls & Services dated effective as of May 1, 2018 ("Contract").

B. The Parties previously amended the Contract as follows:

   a. By instrument titled First Amendment to Contract (dated March 30, 2020) to extend the term of the Contract for two (2) years ending April 30, 2024; and

   b. By instrument titled Second Amendment to Contract (dated March 31, 2022) to extend the term of the Contract for two (2) years ending April 30, 2024; and

   c. By instrument titled Third Amendment to Contract (dated November 1, 2022) to provide a temporary price increase and an economic price adjustment; and

   d. By instrument titled Fourth Amendment to Contract (dated March 15, 2023) to align economic adjustments to annual anniversary of the contract in *May*, and correct the categories for each respective item code.

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 Contract term is amended to extend the term twenty-four (24) months, ending April 30, 2026.

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

19. NONDISCRIMINATION.

(a) 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.

(b) 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).

(c) 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.

(d) 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.

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.

VIKING-CIVES MIDWEST, INC.
A MISSOURI CORPORATION

By: _____
Name: Kevin Newson
Title: Western States Sales Manager
Date: 3-14-2024

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Kelli Carmony
Name: Kelli Carmony
Title: Contracts and Procurement Supervisor
Date: 3/14/2024

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	**CONTRACT AMENDMENT**	
	Contract No.:	01117
Viking-Cives Midwest, Inc. 22956 Highway 61 Oran, Missouri 63771 PO Box 295	Amendment No.:	6
	Effective Date:	October 1, 2024

SIXTH AMENDMENT

TO

CONTRACT NO. 01117

DUMP BODIES, SNOWPLOWS VARIOUS TYPES, CONTROLS & SERVICES

This Sixth Amendment ("Amendment") to Contract No. 01117 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, Viking-Cives Midwest, Inc., a Missouri Corporation ("Contractor") and is dated as of October 1, 2024.

R E C I T A L S

A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 00816 dated effective as of January 9, 2017 "Contract").

B. The Parties previously amended the Contract as follows:

(1) By instrument titled First Amendment to Contract (dated March 30, 2020) to extend the term of the Contract for two (2) years ending April 30, 2024; and

(2) By instrument titled Second Amendment to Contract (dated March 31, 2022) to extend the term of the Contract for two (2) years ending April 30, 2024; and

(3) By instrument titled Third Amendment to Contract (dated November 1, 2022) to provide a temporary price increase and an economic price adjustment; and

(4) By instrument titled Fourth Amendment to Contract (dated March 15, 2023) to align economic adjustments to annual anniversary of the contract in *May*, and correct the categories for each respective item code.

(5) By instrument titled Fifth Amendment to Contract (dated February 15, 2024) to extend the term of the Contract for an additional two (2) years effective May 1, 2024, through April 30, 2026, and add Nondiscrimination section.

C. The amendment set forth herein is within the scope of the Contract.

A G R E E M E N T

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 14 (General Provisions) as a new subsection:

   14.24 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.

VIKING-CIVES MIDWEST, INC.
A MISSOURI CORPORATION

By: Kevin Newson

Name: Kevin Newson

Title: Western States Sales Mgr.

Date: 9/23/2024

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Michellee M. Jemmott

Name: Michellee Jemmott

Title: Procurement Supervisor

Date: 09-23-2024

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	Contract No.:	01117
Viking-Cives Midwest, Inc. 22956 Highway 61 Oran, Missouri 63771 PO Box 295	Amendment No.:	7
	Effective Date:	2/10/2026

SEVENTH AMENDMENT

TO

CONTRACT NO. 01117

DUMP BODIES, SNOW PLOWS VARIOUS TYPES, CONTROLS AND SERVICES

This Seventh Amendment ("Amendment") to Contract No. 01117 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 Viking-Cives Midwest, Inc., a Missouri Corporation ("Contractor") and is dated as of February 10, 2026.

R E C I T A L S

A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 01117 dated effective as of January 9, 2017 ("Contract").

B. The Parties previously amended the Contract as follows:

(1) By instrument titled First Amendment to Contract (dated March 30, 2020) to extend the term of the Contract for two (2) years ending April 30, 2022; and

(2) By instrument titled Second Amendment to Contract (dated March 31, 2022) to extend the term of the Contract for two (2) years ending April 30, 2024; and

(3) By instrument titled Third Amendment to Contract (dated November 1, 2022) to provide a temporary price increase and an economic price adjustment; and

(4) By instrument titled Fourth Amendment to Contract (dated March 15, 2023) to align economic adjustments to annual anniversary of the contract in *May*, and correct the categories for each respective item code; and

(5) By instrument titled Fifth Amendment to Contract (dated February 15, 2024) to extend the term of the Contract for an additional two (2) years effective May 1, 2024, through April 30, 2026, and add Nondiscrimination section; and

(6) By instrument titled Sixth Amendment to Contract (dated October 1, 2024) to add Pay Equality section.

C. The Parties now desire to amend the Contract to extend the term of the contract.

D. The amendment set forth herein is within the scope of the Contract.

A G R E E M E N T

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 term twenty-four (24) months, ending May 1, 2028.

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.

VIKING-CIVES MIDWEST, INC.,
A MISSOURI CORPORATION

By: Kevin Newson
Kevin Newson (Feb 26, 2026 13:41:05 MST)

Name: Kevin Newson

Title: Western States Sales Mgr.

Date: Feb 26, 2026

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By:

Name: Terrance Bond

Title: Procurement Supervisor

Date: Mar 2, 2026

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Final Audit Report 2026-03-02

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