State of Washington Contracts, Procurement, & Risk Management	CONTRACT AMENDMENT	
Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	Contract No.:	01217
Pape Machinery, Incorporated	Amendment No.:	01- Pape
3607 20 th St East Tacoma, WA 98424	Effective Date:	09-01-2017

FIRST AMENDMENT TO CONTRACT NO. 1217 TRACTOR SHOVEL LOADERS

This First Amendment ("Amendment") to Contract No. 01217 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 Pape Machinery, Incorporated a Washington State Corporation ("Contractor") and is dated as of 9-1-2017, 2017.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01217 for Tractor Shovel Loaders dated effective as of 08-03-2017 ("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, as previously amended, as follows:

INCLUDED GOODS/SERVICES – PRICES FOR GOODS/SERVICES. The Contract is amended to add certain products within the scope of the procurement and subject to Contract pricing. Accordingly Parties agree that existing Exhibit A – Included Goods/Services and Exhibit B – Prices for Goods/Services are deleted and replaced as of the effective date with the attached Exhibit A1 – Included Goods/Services (dated 09-1-2017) and Exhibit B1 – Prices for Goods/Services (dated 9-1-2017).





- 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.

•	lachinery, Incorporated INGTON STATE CORPORATION	STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES
		By: 5.1/1/
	HALL I	Name: S. HATELELD
Зу:	A CONTRACTOR OF THE PARTY OF TH	Title: Contracts Specialist
Name:	Gerald Warren	Date: 10-24-17
Γitle:	Territory Manager	
Date:	_September 18 th 2017	

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT		
	Contract No.:	01217	
Pape Machinery, Incorporated	Amendment No.:	02-Pape	
3607 20 th St East Tacoma, WA 98424	Effective Date:	06-29-2018	

SECOND AMENDMENT TO CONTRACT No. 1217 **TRACTOR SHOVEL LOADERS**

This Second Amendment ("Amendment") to Contract No. 01217 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 Pape Machinery, Incorporated a Washington State Corporation ("Contractor") and is dated as of 9-1-2017.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01217 for Tractor Shovel Loaders dated effective as of 08-03-2017 ("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.

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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: Special.

1. INCLUDED GOODS/SERVICES - PRICES FOR GOODS/SERVICES. The Contract is amended to add certain products within the scope of the procurement and subject to Contract pricing. Accordingly Parties agree that existing Exhibit A – Included Goods/Services and Exhibit B – Prices for Goods/Services are deleted and replaced as of the effective date with the attached Exhibit A2 -Included Goods/Services (dated 06-29-2018) and Exhibit B2 – Prices for Goods/Services (dated 06-29-2018).





- 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. 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.

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By:

Name: Gerald Warren

Pape Machinery, Incorporated

A WASHINGTON STATE CORPORATION

Title:

Territory Manager

Date: July 10th 2018

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

Title:

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT		
	Contract No.:	01217	
Pape Machinery, Incorporated	Amendment No.:	03 - Pape	
3607 20 th St East Tacoma, WA 98424	Effective Date:	04-01-2020	

THIRD AMENDMENT TO CONTRACT NO. 01217 TRACTOR SHOVEL LOADERS

This Third Amendment ("Amendment") to Contract No. 01217 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 Pape Machinery, Incorporated a Washington State Corporation ("Contractor") and is dated as of 04-01-2020.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01217 for Tractor Shovel Loaders dated effective as of 08-03-2017 ("Contract").
- B. The parties previously amended this contract two (2) times.
 - a. Amendment #1, dated September 01, 2017, to add products.
 - b. Amendment #2, dated June 29, 2018, to add products.
- 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:

- INCLUDED GOODS/SERVICES PRICES FOR GOODS/SERVICES. The Contract is amended to add certain
 products within the scope of the procurement and subject to Contract pricing. Accordingly
 Parties agree that existing Exhibit A2 Included Goods/Services and Exhibit B2 Prices for
 Goods/Services are deleted and replaced as of the effective date with the attached Exhibit A3 –
 Included Goods/Services (dated 04-01-2020) and Exhibit B3 Prices for Goods/Services (dated
 04-01-2020).
- 2. Section Revised. This Contract is amended to revise the following section:

3.3 ECONOMIC ADJUSTMENT. Pricing shall remain firm and fixed for at least 180 calendar days after effective date of contract. Adjustments in pricing will be considered after firm fixed price period on a pass through basis only. A minimum of 45 calendar days advance written notice of price increase is required which is to be accompanied by sufficient documentation to justify the requested increase. Acceptance will be at the discretion of the Department of Enterprise Services and shall not produce a higher profit margin than that established on the original contract pricing. Approved price adjustments shall remain unchanged for at least 180 calendar days thereafter.

During the contract period, any price declines at the manufacturer's level or cost reductions to Contractor shall be reflected in a reduction of the contract price retroactive to Contractor's effective date.

During the contract period, pass through price increases from the manufacturer, due to market change such as increased cost in materials, is permitted, at Enterprise Services discretion, with written verifiable proof directly from the manufacturer.

During the term of this contract, should the contractor enter into pricing agreements with other customers providing greater benefits or lower pricing, contractor shall immediately amend the state contract to provide similar pricing to the state if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. Contractor shall immediately notify the state of any such contracts entered into by contractor.

- 3. PRODUCTS COVERED. This contract is amended to add the following section regarding products covered:
 - a. 3.6 MODEL YEAR CHANGE OVER: This Contract permits model year updates, at Enterprise Services discretion, for the machines on contract. These updates shall be verifiable through manufacture official letters or statements. New model years shall be within the scope of this Master Contract. Prices of updated models shall be the same price as the current model, consistent with this Master Contract price increase provision, or otherwise competitive. Contractor may propose model year updates once per calendar year.
- 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. 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.
- 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.

Pape Machinery, Incorporated A WASHINGTON STATE CORPORATION

STATE OF WASHINGTON **DEPARTMENT OF ENTERPRISE SERVICES**

had drivin

By:

By:

Name: Gerald Warren

Territory Manager

Date:

5-14-2020

Name: Chad Irwin

Title: **Procurement Supervisor**

Date: 6/16/2020

Contract Item Number	Description	Model
Item 1	Front Loader; 2.5 yard	John Deere 544
item 1	Front Loader; 2.75 yard	John Deere 524
	Front Loader; 3.5 yard	John Deere 644
Item 2	Front Loader; 3.5 yard	John Deere 644 Hybrid
Item 3	Front Loader; 5 yard	John Deere 744
Item 4	Compact Front Loader; 1.5 yard	John Deere 324
Item 5	Skid Steer Wheel Loader	John Deere 320
Item 6	Compact Track Loader	John Deere 325
Item 7	Front Loader; 3 yard	John Deere 624
Item 8	Front Loader; 1.5 yard	John Deere 344
Item 9	Front Loader; 1.1 yard	John Deere 244

Туре	Manufacturer	Catalog year/Date
Original Equipment Repair Parts	John Deere	2020
Original Equipment	JD 544 OPTIONS	2020
Attachments/Accessories	JD 524 OPTIONS	2020
	JD 444 OPTIONS	2020
	JD 344 OPTIONS	2020
	JD 644 OPTIONS	2020
	JD 624 OPTIONS	2020
	JD 744 OPTIONS	2020
	JD 724 OPTIONS	2020
	JD 824 OPTIONS	2020
100	JD 324 OPTIONS	2020
	JD 204/244/244II/304	2020
	OPTIONS	,
	JD 318/320 OPTIONS	2020
	JD	2020
	312/314/316/324/330/332	
	OPTIONS	
	JD 317/331/333 OPTIONS	2017
	JD Worksite Pro Attachments	2017
Aftermarket Equipment	Groeneveld Lube Systems	2017
Attachments/Accessories	PSM Attachments	2017
	JRB Attachments	2017

	State Contract Widelines			
Contract Item Number	Description	Model	Price	Deducts
	Front Loader; 2.5 yard	John Deere 544	\$159,885.00	544.xlsx
Item 1	Front Loader; 2.75 yard	John Deere 524	\$146, 880.00	524 options.xlsx
14	Front Loader; 3.5 yard	John Deere 644	\$227,642.50	644.xlsx
Item 2	Front Loader; 3.5 yard	John Deere 644 Hybrid	\$251,450.00	644.xlsx
Item 3	Front Loader; 5 yard	John Deere 744	\$306,750.00	744.xlsx
Item 4	Compact Front Loader; 1.5 yard	John Deere 324	\$100,962.50	x 324.xlsx
Item 5	Skid Steer Wheel Loader	John Deere 320	\$42,000.00	320.xlsx
Item 6	Compact Track Loader	John Deere 325	\$52,750.00	*Deduct not available due machine specifications being basic.
Item 7	Front Loader; 3 yard	John Deere 624	\$182,580.00	624.xlsx
Item 8	Front Loader; 1.5 yard	John Deere 344	135,300.00	344 Option pricing.xlsx

Item 9	Front Loader; 1.1 yard	John Deere 244	\$93,275.00	244 Option pricing.xlsx
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Parts and Accessories

Type	Manufacturer	Catalog year/Date	% discount
Original Equipment Repair Parts	John Deer	2020	0%
Original Equipment Attachments/Accessories	JD 544 OPTIONS	2020	40%
	JD 524 OPTIONS	2020	37%
	JD 444 OPTIONS	2020	32%
	JD 344 OPTIONS	2020	32%
	JD 624 OPITONS	2020	35%
	JD 644 OPTIONS	2020	35%
	JD 744 OPTIONS	2020	35%
	JD 724 OPTIONS	2020	35%
	JD 824 OPTIONS	2020	32%
	JD 324 OPTIONS	2020	28%
	JD 204/244/244II/304 OPTIONS	2020	14%
	JD 318/320 OPTIONS	2020	35%
	JD	2020	6%
	312/314/316/324/330/332		
	OPTIONS		
	JD 317/331/333 OPTIONS	2020	12%
	JD Worksite Pro Attachments	2020	15%
Aftermarket Equipment	Groeneveld Lube Systems	2020	0%
Attachments/Accessories	PSM Attachments	2020	20%
	JRB Attachments	2020	20%

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

Pape Machinery, Incorporated 3607 20th St East Tacoma, WA 98424

FOURTH AMENDMENT

TO

CONTRACT NO. 01217 TRACTOR SHOVEL LOADERS

This Fourth Amendment ("Amendment") to Contract No. 01217 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 Pape Machinery incorporated, a Washington State Corporation ("Contractor") and is dated as of 06-01-2022.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01217 for Tractor Shovel Loaders dated effective as of 08-04-2017 ("Contract").
- B. The parties previously amended this contract three (3) times.
 - a. Amendment #1, dated September 01, 2017, to add products;
 - b. Amendment #2, dated June 29, 2018, to add products; and
 - c. Amendment #3 dated April 01, 2020, to add product.
- 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:

- INCLUDED GOODS/SERVICES PRICES FOR GOODS/SERVICES. The Contract is amended to add certain products within the scope of the procurement and subject to Contract pricing.
 Accordingly, Parties agree that existing Exhibit A3 Included Goods/Services and Exhibit B3 Prices for Goods/Services are deleted and replaced as of the effective date with the attached Exhibit A4– Included Goods/Services (dated 06-01-2022) and Exhibit B4 Prices for Goods/Services (dated 06-01-2022).
- 2. 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.

- 3. 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.
- 4. 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.
- 5. 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.

PAPE	MACHINERY	INC
	MINCHINE	

A CONTRACTOR

By:

Name: (

tle Territ

Date:

HASE DUTCHER

ry Manager

6-9-22

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

By:

Name: Chad Irwin

Title: Cont

Contracts & Procurement Supervisor

Date: 06/14/2022

Contract Item Number	Description	Model
Itam 1	Front Loader; 2.5 yard	John Deere 544P
Item 1	Front Loader; 2.75 yard	John Deere 524P
	Front Loader; 3.5 yard	John Deere 644X
Item 2	Front Loader; 3.5 yard	John Deere 644 X Hybrid
Item 3	Front Loader; 5 yard	John Deere 744 L
Item 4	Compact Front Loader; 1.5 yard	John Deere 324L
Item 5	Skid Steer Wheel Loader	John Deere 320G
Item 6	Compact Track Loader	John Deere 325G
Item 7	Front Loader; 3 yard	John Deere 624P
Item 8	Front Loader; 1.5 yard	John Deere 344L
Item 9	Front Loader; 1.1 yard	John Deere 244L

Type	Manufacturer	Catalog year/Date
Original Equipment Repair Parts	John Deere	2022
Original Equipment	JD 544 OPTIONS	2022
Attachments/Accessories	JD 524 OPTIONS	2022
	JD 444 OPTIONS	2022
	JD 344 OPTIONS	2022
	JD 644 OPTIONS	2022
	JD 624 OPTIONS	2022
	JD 744 OPTIONS	2022
	JD 724 OPTIONS	2022
	JD 824 OPTIONS	2022
	JD 324 OPTIONS	2022
	JD 204/244/244II/304 OPTIONS	2022
	JD 318/320 OPTIONS	2022
	JD 312/314/316/324/330/332 OPTIONS	2022
	JD 317/331/333 OPTIONS	2022
	JD Worksite Pro Attachments	2022
Aftermarket Equipment	Groeneveld Lube Systems	2022
Attachments/Accessories	PSM Attachments	2022
	JRB Attachments	2022

Exhibit B4 06-01-2022 Prices for Goods/Services

Contract Item Number	Description	Model	Price	Deducts
	Front Loader; 2.5 yard	John Deere 544P	\$181,712.86	544.xlsx
Item 1	Front Loader; 2.75 yard	John Deere 524P	\$173,136.82	524 options.xlsx
	Front Loader; 3.5 yard	John Deere 644P	\$260,001.88	K 644.xlsx
Item 2	Front Loader; 3.5 yard	John Deere 644X Hybrid	\$281,555.20	644.xlsx
Item 3	Front Loader; 5 yard	John Deere 744L	\$347,786.34	744.xlsx
Item 4	Compact Front Loader; 1.5 yard	John Deere 324L	\$113,626.65	324.xlsx
Item 5	Skid Steer Wheel Loader	John Deere 320G	\$53,417.95	The new G-Series only allows High Flow with a cab unit.
Item 6	Compact Track Loader	John Deere 325G	\$58,928.71	*Deduct not available due machine specifications being basic.
Item 7	Front Loader; 3 yard	John Deere 624P	\$209,034.60	624.xlsx
tem 8	Front Loader; 1.5 yard	John Deere 344L	\$154,913.33	344 Option pricing.xlsx

Item 9	Front Loader; 1.1 yard	John Deere 244L	\$105,232.17	244 Option
				pricing.xlsx

Parts and Accessories

Type	Manufacturer	Catalog year/Date	% Discount
Original Equipment Repair Parts	John Deere	2022	0%
Original Equipment Attachments/Accessories	JD 544 OPTIONS	2022	40%
	JD 524 OPTIONS	2022	37%
	JD 444 OPTIONS	2022	32%
	JD 344 OPTIONS	2022	32%
	JD 644 OPTIONS	2022	35%
	JD 744 OPTIONS	2022	35%
	JD 724 OPTIONS	2022	35%
	JD 824 OPTIONS	2022	32%
	JD 324 OPTIONS	2022	28%
	JD 204/244/244II/304 OPTIONS	2022	14%
	JD 318/320 OPTIONS	2022	35%
	JD 312/314/316/324/330/332 OPTIONS	2022	6%
	JD 317/331/333 OPTIONS	2022	12%
	JD Worksite Pro Attachments	2022	15%
Aftermarket Equipment	Groeneveld Lube Systems	2022	0%
Attachments/Accessories	PSM Attachments	2022	20%
	JRB Attachments	2022	20%