

Contract Amendment

Contract number – 02415 Sign Support Materials

Date Issued: 3/22/2016

Effective Date: 04/30/2016

Amendment Number: One (1)

Contractor Name: Zumar Industries Incorporated

This contract amendment is issued under the provisions of Contract 02415. The changes authorized are within the scope of the original contract. All rights and obligations of the parties are governed by the terms of the original contract, including any subsequent amendments, which are hereby incorporated by reference.

Purpose of Amendment

1. This contract #02415 is being extended for a term of two (2) years from 04/30/2016 to 04/30/2018.

2. Because the language in the initial solicitation Section 1.1 Contract term was ambiguous, to clarify, Section 1.3 is hereby amended to read as follows "The initial term of the contract is one year from award of the contract, with the option to extend for additional term(s) or portions thereof. Extensions will be exercised at the sole discretion of DES upon written notification to the contractor by DES. The total contract term, including the initial term and all extensions, will not exceed eight years unless circumstances require a special extension. DES reserves the right to extend with all or some of the contractors".

3. Section 2.9 Contract sales report is hereby amended to read "The management fee will be based on total contract sales, which must be reported quarterly by the contractor in the Contract Sales Reporting System. DES will provide a login password and a required vendor number.

Reports must be submitted electronically within 30 days after the end of the calendar quarter, i.e., no later than April 30, July 31, October 31 and January 31.

A further description of the sales reporting requirement and the management fee based upon it can be found in sections 3.8 and 3.9 of Appendix A, Master Contract Terms and Conditions.

The report of all sales now includes requiring contractor to report each quarter even if there are zero ("0") sales per the DES sales usage procedures reporting deadlines."


This Amendment is entered into between the State of Washington, Department of Enterprise Services (DES) and Zumar Industries Incorporated. The parties agree to extend the term of the Master Contract for a term of two (2) years from April 30, 2016 to April 30, 2018. All other provisions and terms of Master Contract 02415, and as previously amended, shall remain in full force and effect.

Authorizing Signatures For Contractor:

Contact: Mark Giese
Title: President
Zumar Industries Incorporated
12015 Steele Street South
Tacoma, WA 98444
(253) 536-7740
mgiese@zummar.com

Signature

Date

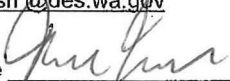

3/22/16

For State of Washington:

Contact: Mark Roush
Title: Contracts Specialist
Washington Department of Enterprise Services (DES)
PO Box 41411
Olympia WA 98504-1411
(360) 407-9311
mark.roush@des.wa.gov

Signature

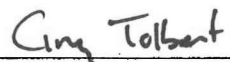
Date


3/23/16

DES Authorizing Manager:

Signature

Date


3-23-16

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	02415
	Amendment No.:	2
Zumar Industries, Inc. PO Box 44549 Tacoma, WA, 98448	Effective Date:	October 1, 2017

SECOND AMENDMENT
TO
CONTRACT No. 02415
SIGN SUPPORT MATERIALS

This Second Amendment ("Amendment") to Contract No. 02415 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 Zumar Industries, Inc., a Washington Corporation ("Contractor") and is effective as of October 1, 2017.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02415 dated effective as of May 5, 2015 ("Contract").
- B. The Parties previously amended the Contract as follows:
 - First Amendment dated April 30, 2016 (extension and management fee).
- C. The Parties intend to amend the Contract to adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after October 1, 2017. Contract purchases made prior to October 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after October 1, 2017 will be subject to the VMF set forth in this amendment.
- D. The amendment set forth herein is within the scope of the Contract.
- E. 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. **VENDOR MANAGEMENT FEE.** Section 2.9 of the Contract is hereby amended by deleting the existing Section in its entirety and inserting the following in lieu thereof:

Section 2.9 - VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.50 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Contract sales
invoiced (not including sales tax) x .0150.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

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.

ZUMAR INDUSTRIES, INC.
A WASHINGTON CORPORATION

By: 

Name: Mark Giese

Title: President

Date: 7-7-17

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 

Name: LeAnna Sandy

Title: Contract Specialist

Date: 7/7/17

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	02415
Zumar Industries, Inc. PO Box 44549 Tacoma, WA, 98448	Amendment No.:	3
	Effective Date:	May 1, 2018

**THIRD AMENDMENT
 TO
 CONTRACT NO. 02415
 SIGN SUPPORT MATERIALS**

This Third Amendment ("Amendment") to Contract No. 02415 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") Zumar Industries, Inc., a Washington Corporation ("Contractor") and is effective as of May 1, 2018.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02415 dated effective as of May 5, 2015 ("Contract").
- B. The Parties previously amended the Contract as follows:
 - First Amendment dated April 30, 2016 (extension and management fee).
 - Second Amendment dated October 1, 2017 (vendor management fee).
- 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, 2020.
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.

ZUMAR INDUSTRIES, INC.
A WASHINGTON CORPORATION

By: 

Name: Mark Giese

Title: President

Date: 2/23/18

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 

Name: LeAnna Sandy

Title: Contract Specialist

Date: 2/22/18

Contract No.:02415
Amendment No.: 4
Effective Date: December 12, 2018

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

Zumar Industries, Inc.
PO Box 44549
Tacoma, WA 98448

**FOURTH AMENDMENT
TO
CONTRACT NO. 02415
SIGN SUPPORT MATERIALS**

This Fourth Amendment ("Amendment") to Contract No. 02415 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 Zumar Industries, Inc., a Washington Corporation ("Contractor") and is dated as of December 12, 2018.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02415 for Sign Support Material dated effective as of May 5, 2015 ("Contract").
- B. The Parties previously amended the Contract three times.
 - First Amendment dated April 30, 2016 (extension and management fee).
 - Second Amendment dated October 1, 2017 (vendor management fee)
 - Third Amendment dated May 1, 2018 (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. **PRICE ADJUSTMENT. THE CONTRACT IS HEREBY AMENDED TO ADJUST PRICING ON THE ITEMS LISTED BELOW.**

Item	Unit	Old Price	New Price
Anchor 30 In Heavy Duty for 2 1/2 In Sq Tube Type Perforated Post Galvanized 7 gauge, 10 Hole	SET	\$23.75	\$35.00

Anchor 36 Inch Heavy Duty For 2 1/2 Inch Square Tube Type Perforated Post Galvanized 7 gauge, 10 Hole	EA	\$25.50	\$38.00
Post Sign 2 In X 2 In X 12 Ft 12 Ga Galv Perforated	EA	\$31.55	\$42.00
Post Sign 2 In X 2 In X 14 Ft Galv 12 Gauge Perforated	EA	\$36.80	\$49.00
Sign Post Sq 2 1/4 x 2 1/4 In x 3 Ft Perforated Steel Tubing Galvanized 12 gauge	EA	\$10.00	\$15.00
Sign Post Perforated 2 1/4 In X 2 1/4 In X 14 Feet 12 Ga Steel Galv	EA	\$45.00	\$60.00
Post Perforated Galv 2 1/4 In X 2 1/4 In X 16 Ft 12 gauge	EA	\$55.50	\$74.00
Post Perforated Galv 2 1/4 In X 2 1/4 In X 10 Ft 12 gauge	EA	\$29.75	\$41.25
Post Sign Sq 2 1/4 In X 2 1/4 X 20 Ft Perforated Galvanized 12 gauge	EA	\$65.00	\$83.00
Sign Post 2 1/4 X 2 1/4 X 12 Ft Galv Steel Tubing Square Perforated 12 gauge	EA	\$35.75	\$49.00
Post Perforated 2 1/2 X 2 1/2 In X 14 Ft 12 Gauge Galvanized	EA	\$47.50	\$64.00
Sign Post 2 1/2 X 2 1/2 X 12 Ft Gal Steel Tubing Square Perforated 12 gauge	EA	\$41.50	\$55.00
Post Perforated Galv 2 1/2 In X 2 1/2 In X 16 Ft 12 gauge	EA	\$38.00	\$71.00
Sign Post Sq 2 1/2 X 2 1/2 X 20 Ft Perforated Steel Tubing Galvanized 12 gauge	EA	\$66.00	\$94.00
Sign Post Sq 2 1/2 In x 2 1/2 In x 24 Ft Perforated Steel Galvanized 12 gauge	EA	\$80.50	\$115.00

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.

ZUMAR INDUSTRIES, INC.
A WASHINGTON CORPORATION

By

Name: Mark Giese

Title: President

Date:

12-18-18

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By:

Name: John Allen

Title: Procurement Supervisor

Date:

12/18/18

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

Traffic Safety Supply Company
2324 SE Umatilla St Portland
Portland, OR 97022

**FIFTH AMENDMENT
TO
CONTRACT No. 02415
SIGN SUPPORT MATERIAL**

This Fifth Amendment ("Amendment") to Contract No. 02415 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 Traffic Safety Supply Company, an Oregon Company ("Contractor") and is effective as of May 1, 2020.

RECITALS

1. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02415 for Sign Support Materials dated effective as of May 5, 2015 ("Contract").
2. The Parties previously amended the Contract four times:
 1. First Amendment dated April 30, 2016 (extension and management fee).
 2. Second Amendment dated October 1, 2017 (vendor management fee).
 3. Third Amendment dated May 1, 2018 (extension).
 4. Fourth Amendment dated December 17, 2019 (price adjustments).
3. The amendment set forth herein is within the scope of the Contract.
4. 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 thirty-six (36) months, ending April 29, 2023.
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.

TRAFFIC SAFETY SUPPLY COMPANY, AN OREGON
COMPANY

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By:



Name: Jeff Parson

Title: President

Date:

3/31/20

By:



Name: Danny Pratt

Title: Contracts Specialist 3

Date:

4/14/2020