

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	02417
Carol Sales Company Inc. PO Box 22385 Portland, OR 97222	Amendment No.:	01
	Effective Date:	October 11, 2018

**FIRST AMENDMENT
 TO
 CONTRACT NO. 02417
 IMPACT ATTENUATORS**

This Sixth Amendment ("Amendment") to Contract No. 02417 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 Carol Sales Company, Inc. a Oregon Corporation ("Contractor") and is dated as of October 11, 2018.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02417 for Impact Attenuators dated effective as of August 1, 2017 ("Contract").
- B. The Parties previously have not amended the Contract. This is the first amendment.
- 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. Product Adjustment. The items listed below are hereby deleted from the contract.

Item	Unit	Price
Quest (24")	Each	\$10,175.00
ADIEM (Advanced Dynamic Impact Extension Module) System	Each	\$19,500.00

TRACC -for TL-3 model	Each	\$13,085.00
Heart, TL-3	Each	\$24,050.00

2. **PRICE ADJUSTMENT.** The items listed below are hereby amended to reflect updated pricing.

Description	Old Price	New Price
REACT 350 Wide (69", TL-3)	\$45,650.00	\$53,153.36
REACT 350 (36", TL-3)	\$33,400.00	\$38,766.00
N.E.A.T.	\$11,250.00	\$13,799.08
QuadGuard (24", TL-3)	\$18,350.00	\$18,851.04
QuadGuard II (24", TL-3)	\$17,000.00	\$17,379.44
QuadGuard M-10 (24", TL-3)	\$22,175.00	\$23,905.28
QuadGuard CZ System (24", TL-3) on a Plate	\$22,500.00	\$26,354.68
ACZ 350 (TL-3)	\$12,350.00	\$12,905.36
Quad Trend 350	\$6,750.00	\$6,978.56
Triton CET (TL-3)	\$10,500.00	\$11,036.95
Energite III System - (TL-3 array)	\$5,850.00	\$6,123.73
Safe-Stop 180	\$23,500.00	\$27,159.80
SS90HD	\$19,995.00	\$23,226.85
Vorteq TL-3 Trailer TMA	\$15,500.00	\$16,504.80
SST TMA	\$24,000.00	\$29,896.15
C.A.T. (Crash-Cushion Attenuating Terminal) System	\$3,900.00	\$4,255.65

MPS-350 III	\$18,500.00	\$19,391.45
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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.** 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.
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.

CORAL SALES COMPANY, INC.
A OREGON CORPORATION


By: 

Name: Jamie Bernstein

Title: Inside Sales

Date: 10/16/18

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 

Name: John Allen

Title: Procurement Supervisor

Date: 10/16/2018

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

Coral Sales Company, Inc.
PO Box 22385
Portland, OR 97222

**THIRD AMENDMENT
TO
CONTRACT NO. 02417
IMPACT ATTENUATORS**

This Third Amendment ("Amendment") to Contract No. 02417 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 Coral Sales Company, Inc., a Oregon Corporation ("Contractor") and is dated effective as of August 1, 2020.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02417 for Impact Attenuators dated effective as of August 1, 2017 ("Contract").
- B. The Parties previously amended the Contract twice.
 - a. Amendment 1 dated October 11, 2018 (Price Adjustment).
 - b. Amendment 2 dated November 20, 2019 (Products Covered)
- 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 Contract for an additional thirty-six (36) months from August 1, 2020 to July 31, 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.

**CORAL SALES COMPANY, INC.,
A OREGON CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 

By: Leslie Edwards

Name: Jamie Bernstein

Name: Leslie Edwards

Title: Inside Sales

Title: Contracting Specialist

Date: 06/15/2020

Date: 6/16/2020

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

Coral Sales Company Inc.
PO Box 22385
Portland, OR 97222

**FOURTH AMENDMENT
TO
CONTRACT NO. 02417
IMPACT ATTENUATORS**

This Fourth Amendment ("Amendment") to Contract No. 02417 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 Coral Sales Company, Inc. an Oregon Corporation ("Contractor") and is dated and effective as of January 17, 2022.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02417 for Impact Attenuators dated effective as of August 1, 2017 ("Contract").
- B. The Parties previously amended the Contract as follows:
 - Amendment 1: effective October 11, 2018 (Economic Price Adjustment)
 - Amendment 2: was not executed (Product Adjustment)
 - Amendment 3: effective August 1, 2020 (Term 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. **PRODUCTS COVERED.** The Contract is amended to add the SS 180M Truck Mounted Attenuator, add the SMT Trailer Mounted Unit, and delete the SST Truck Mounted Attenuator, as set forth in Exhibit A of the Master Contract.
- 2. **PRICES FOR GOODS.** The Contract is amended to update the price for goods as set forth in exhibit B:

Manufacturer	Description	UOM	Unit Price	Delivery after AOR
Trinity Highway	SS180M	EA	\$27,159.80	30 days


Trinity Highway	SMT	EA	\$29,896.15	30 days
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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. 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.
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.

CORAL SALES COMPANY, INC.
AN OREGON CORPORATION

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Diane M. Grant
Title: President
Date: 1/12/22

By: Alexander Kenesson
Name: Alexander Kenesson
Title: Procurement Supervisor
Date: 1/22/2022

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	02417
Coral Sales Company, Inc. P.O. Box 22385 Portland, OR 98222	Amendment No.:	5
	Effective Date:	11/01/2022

**FIFTH AMENDMENT
TO
STATEWIDE CONTRACT NO. 02417
IMPACT ATTENUATORS**

This Fifth Amendment (“Amendment”) to Contract No.02417 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 Coral Sales, Inc., an Oregon Corporation (“Contractor”) and is dated as of November 01, 2022.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 02417 for Impact Attenuators dated effective as of August 1, 2017 (“Contract”).
- B. The Parties previously amended the Contract as follows:
 - Amendment 1: effective October 11, 2018 (Economic Price Adjustment)
 - Amendment 2: was not executed (Product Adjustment)
 - Amendment 3: effective August 1, 2020 (term Extension)
 - Amendment 4: effective January 17, 2022 (Product 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:

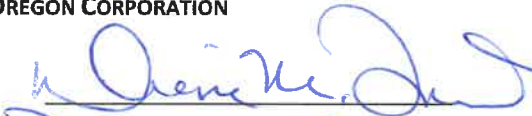
1. **PRICING.** The Master Contract pricing for the goods/services is hereby amended by deleting the existing *Exhibit B – Prices* in its entirety and inserting the attached ***Exhibit B – Prices for Goods*** (dated 11/01/2022). As of the effective date of this Amendment, any reference to *Exhibit B – Prices for Goods* shall be deemed to be a reference to the attached ***Exhibit B – Prices for Goods*** (dated 11/01/2022).
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. 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.

**CORAL SALES, INC.,
AN OREGON CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
 Name: Diane M. Grant
 Title: President
 Date: 10/19/22

By: 
 Name: Alexander Kenesson
 Title: Procurement Supervisor
 Date: 10/19/2022

**Exhibit B- Prices for Goods
(11/1/2022)**

Item	Manufacturer	Description	Unit of Measurement	Unit Price
1	Energy Absorption Systems, Inc.	REACT 350 Wide (69", TL-3)	Each	\$ 70,917.21
2	Energy Absorption Systems, Inc.	REACT 350 (36", TL-3)	Each	\$ 51,721.60
3	Energy Absorption Systems, Inc.	N.E.A.T.	Each	\$ 18,410.73
4	Energy Absorption Systems, Inc.	QuadGuard (24", TL-3)	Each	\$ 25,151.06
5	Energy Absorption Systems, Inc.	QuadGuard II (24", TL-3)	Each	\$ 23,187.65
6	Energy Absorption Systems, Inc.	QuadGuard M-10 (24", TL-3)	Each	\$ 31,894.42
7	Energy Absorption Systems, Inc.	QuadGuard CZ System (24", TL-3) on a Plate	Each	\$ 35,162.41
8	Energy Absorption Systems, Inc.	ACZ 350 (TL-3)	Each	\$ 17,218.33
9	Energy Absorption Systems, Inc.	Quad Trend 350	Each	\$ 9,310.79
10	Energy Absorption Systems, Inc.	Triton CET (TL-3)	Each	\$ 14,725.50
11	Energy Absorption Systems, Inc.	QuadGuard Elite (24", TL-3)	Each	\$ 29,852.73
12	Energy Absorption Systems, Inc.	Energite III System - (TL-3 array)	Each	\$ 8,170.28
13	Energy Absorption Systems, Inc.	SS180M	Each	\$ 36,236.61
14	Energy Absorption Systems, Inc.	SS90HD	Each	\$ 30,989.26
15	Energy Absorption Systems, Inc.	Vorteq TL-3 Trailer TMA	Each	\$ 22,020.70
16	Energy Absorption Systems, Inc.	SMT	Each	\$ 39,887.44
17	Trinity Highway Products, LLC	C.A.T. (Crash-Cushion Attenuating Terminal) System	Each	\$ 5,905.00
18	Trinity Highway Products, LLC	ADIEM (Advanced Dynamic Impact Extension Module) System	Each	\$ 37,724.51
19	Trinity Highway Products, LLC	TRACC -for TL-3 model	Each	\$ 25,361.07

20	Trinity Highway Products, LLC	Heart, TL-3	Each	\$ 39,892.58
21	Trinity Highway Products, LLC	MPS-350 III	Each	\$ 26,906.96