

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

Traffic Safety Supply Company, Inc.
2324 SE Umatilla St
Portland OR 97202

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

This First 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 Traffic Safety Supply Company, Inc., a Oregon Corporation ("Contractor") and is dated as of November 12, 2019.

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 have not previously amended the Contract.
- 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. COVERED PRODUCTS.

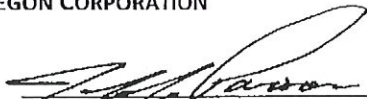
- a. The Contract is amended to delete the TTMA 100 as it no longer meets the Federal crash test standards.
- b. The Contract is amended to add the TTMA-200:

Manufacturer	Description	UOM	Unit Price	Delivery after AOR
Gregory Industries	TTMA-200 MASH unit must be sold with arrow board and mount to meet MASH requirements as it was tested with this equipment	EA	\$20,530.00	Under 5 days

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 COMPANY, INC.,
AN OREGON CORPORATION**

By: 

Name: Jeff Parson

Title: President

Date: 11/12/19

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 

Name: Richard Worthy

Title: Contract specialist

Date: 11/12/19

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**SECOND AMENDMENT
TO
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This Second 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 Traffic Safety Supply 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 once.
 - a. Amendment 1 dated November 12, 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.

**TRAFFIC SAFETY SUPPLY COMPANY, INC.,
A OREGON CORPORATION**

By: 

Name: Jeff Parson

Title: President

Date: 6/8/2020

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: Leslie Edwards

Name: Leslie Edwards

Title: Contracting Specialist

Date: 6/8/2020

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**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 Traffic Safety Supply Company, Inc., an Oregon Corporation ("Contractor") and is dated and effective as of May 15, 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 once.
 - Amendment 1 effective November 12, 2019 (Products Covered)
 - Amendment 2 effective August 1, 2020 (Extension 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. **PRICES FOR GOODS.** Exhibit B- Prices for Goods is deleted in its entirety and replaced with new exhibit detailing the new prices for goods.
- 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 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, INC.,
AN OREGON CORPORATION**

By: 

Name: Jeff Parson

Title: President

Date: 4/27/22

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 

Name: Alex Kenesson

Title: Contract procurement Supervisor

Date: 04/27/2022

Exhibit B

PRICES FOR GOODS

Item	Manufacturer	Description	UOM	Unit Price
1	Work Area Protection	SCI 70 GM	EA	\$22,925.00
2	Work Area Protection	SCI 100 GM	EA	\$28,415.00
3	Plastic Safety Systems	CrashGard® Sand Barrel System	EA	\$339.00
4	Gregory Industries	TTMA-200 MASH unit	EA	\$23,295.00