

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

Pacific Safety Supply dba Dicke Safety Products
1845 Anunsen Street NE
Salem, OR 97303

**FIRST AMENDMENT
TO
CONTRACT No. 02717
Portable Roadway Signs and Stands**

This First Amendment ("Amendment") to Contract No. 02717 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 Pacific Safety Supply dba Dicke Safety Products, an Oregon Corporation ("Contractor") and is dated and effective as of October 1, 2020.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02717 for Portable Roadway Signs and Stands dated effective as of October 1, 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:


1. **TERM.** The Contract term is amended to extend the term nineteen (19) months, ending April 30, 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.

**PACIFIC SAFETY SUPPLY DBA DICKE SAFETY,
AN Oregon Corporation**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 

By: 

Name: Michael Burke

Name: Leslie Edwards

Title: Regional Sales Manager

Title: Contracts Specialist

Date: **06/07/2020**

Date: **6/8/2020**

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**SECOND AMENDMENT
TO
CONTRACT No. 02717
PORTABLE ROADWAY SIGNS AND STANDS**

This Second Amendment (“Amendment”) to Contract No. 02717 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 Pacific Safety Supply dba Dicke Safety Products, an Oregon Corporation (“Contractor”) and is dated as of March 31, 2021.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 02717 for Portable Roadway Signs and Stands dated effective as of October 1, 2017 (“Contract”).
- B. The Parties previously amended the Contract as follows:
 - a. Amendment 1 dated October 1, 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. **CONTRACT REVISION.** Exhibit A – Specifications and Customer Service Expectations of contract 02717 is hereby amended by modifying the language below:

Specifications – Roll Up Signs

Reflective sheeting for roll up warning signs shall be fluorescent orange or pink. Sign sheeting shall conform to the requirements of ASTM D4956, type VI. Fluorescent Orange roll up sign sheeting shall be any of the following: ORALITE® Super Bright™ or Marathon™, or 3M™ Diamond Grade™, or Avery Dennison OmniBrite™. Fluorescent Pink sign sheeting shall be ORALITE® Super Bright™

- 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.

**PACIFIC SAFETY SUPPLY DBA DICKE SAFETY,
AN Oregon Corporation**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 

Name: Michael Burke
Title: Regional Sales Manager
Date: 3/29/21

By: 

Name: Breann Aggers
Title: Contracts Specialist
Date: 3/29/21

State of Washington
 Contracts & Procurement Division
 Department of Enterprise Services
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**THIRD AMENDMENT
 TO
 CONTRACT No. 02717
 PORTABLE ROADWAY SIGNS AND STANDS**

This Third Amendment (“Amendment”) to Contract No. 02717 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 Pacific Safety Supply dba Dicke Safety Products, an Oregon Corporation (“Contractor”) and is dated and effective as of July 12, 2021.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 02717 for Portable Roadway Signs and Stands dated effective as of October 1, 2017 (“Contract”).
- B. The Parties previously amended the Contract as follows:
 - a. Amendment 1 dated October 1, 2020 (contract extension)
 - b. Amendment 2 dated March 31, 2021 (Exhibit A - language modification)
- 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. EXHIBIT B – PRICES FOR GOODS. Contract pricing is being amended to reflect current trends.

Dicke Safety – ALL Regions				
Description	Brand/ Model	Unit Price	PPI	Adjusted Unit Price
48" Reflective fluorescent orange roll up sign – ORALITE Super Bright material, with cross brace and flags, per specifications.	Dicke SB48B1F	\$71.75	WPU159A0402	\$75.59
48" Reflective fluorescent orange roll up sign –3M Diamond Grade material, with cross brace and flags, per specifications.	Dicke DG48B1F	\$92.90	WPU159A0403	\$97.87
48" Reflective fluorescent orange roll up sign – ORALITE Marathon material, with cross brace and flags, per specifications.	Dicke MR48B1F	\$90.60	WPU159A0404	\$95.45
36" Reflective fluorescent orange roll up sign – ORALITE Super Bright material, with cross brace and flags, per specifications.	Dicke SB36B1F	\$48.80	WPU159A0405	\$51.41
36" Reflective fluorescent orange roll up sign –3M Diamond Grade material, with cross brace and flags, per specifications.	Dicke DG36B1F	\$60.00	WPU159A0406	\$63.21

36" Reflective fluorescent orange roll up sign – ORALITE Marathon material, with cross brace and flags, per specifications.	Dicke MR36B1F	\$59.10	WPU159A0407	\$62.26
OVERLAY LEGENDS required for 36" and 48" signs: CENTER, LEFT, RIGHT, 500 FT, 1000 FT, 1500 FT, ½ MILE, 1 MILE, DIRECTIONAL ARROW, 2/3, BLANK (also see specifications)	Included in items 7-13	Included in items 7-13	WPU159A0408	Included in items 7-13
Standard overlay for each fluorescent orange 36" sign of ORALITE Super Bright material (includes cost to apply mounting material attached to roll up sign, when purchased together)	SBOL36 (legend)	\$5.35	WPU159A0409	\$5.64
Standard overlay for each fluorescent orange 48" sign of ORALITE Super Bright material (includes cost to apply mounting material attached to roll up sign, when purchased together)	SBOL48 (legend)	\$6.70	WPU159A0410	\$7.06
Standard overlay for each fluorescent orange 36" sign of 3M Diamond Grade material (includes cost to apply mounting material attached to roll up sign, when purchased together)	DGOL36 (legend)	\$7.75	WPU159A0411	\$8.16
Standard overlay for each fluorescent orange 48" sign of 3M Diamond Grade material (includes cost to apply mounting material attached to roll up sign, when purchased together)	DGOL48 (legend)	\$10.00	WPU159A0412	\$10.54
Standard overlay for each fluorescent orange 36" sign of ORALITE Marathon material (includes cost to apply mounting material attached to roll up sign, when purchased together)	MROL36 (legend)	\$6.75	WPU159A0413	\$7.11
Standard overlay for each fluorescent orange 48" sign of ORALITE Marathon material (includes cost to apply mounting material attached to roll up sign, when purchased together)	MROL48 (legend)	\$8.50	WPU159A0414	\$8.96
Sign stand, compact, wind deflecting, post and tube or screw lock attachment. Per specifications.	Dicke DF3000P	\$57.50	WPU159A0415	\$60.58
Sign stand, compact, wind deflecting, multi-directional vertical spring system. Post and tube or screw lock attachment. Per specifications.	Dicke UF2000P	\$60.00	WPU159A0416	\$63.21
Sign stand, large, wind deflecting. Per specifications.	Dicke TF1230	\$82.50	WPU159A0417	\$86.92

2. SECTION 3.4 – ECONOMIC ADJUSTMENT. Section 3.4 of the Contract is hereby amended by deleting PPI 117603032 - Vehicular and pedestrian traffic control equipment and PPI 159A04 - Signs and advertising displays, which are not applicable for this vendors products. Going forward, Economic price adjustment shall be calculated as follows:

$$\text{New Price} = \text{Old Price} \times (\text{Current Period Index} / \text{Base Period Index}).$$

Index to be used:

Commodity code	Index
159A0402	Non-electric signs and displays

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.

**Pacific Safety Supply dba Dicke Safety,
AN Oregon Corporation**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Mike Burke
Title: Regional Sales Manager
Date: 7/8/21

By: 
Name: Leslie Edwards
Title: Contracts Specialist
Date: 7/8/2021

**FOURTH AMENDMENT
TO
CONTRACT No. 02717
PORTABLE ROADWAY SIGNS**

This Fourth Amendment (“Amendment”) to Contract No. 02717 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 Pacific Safety Supply dba Dicke Safety Products, an Oregon Corporation (“Contractor”) and is dated as of July 12, 2022.

R E C I T A L S

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 02717 for Portable Roadway Signs dated effective as of October 1, 2017 (“Contract”).
- B. The Parties previously amended the Contract three (3) times:
 - a. Amendment 1 dated October 1, 2020 (contract extension)
 - b. Amendment 2 dated March 31, 2021 (contract language revision)
 - c. Amendment 3 dated June 12, 2021 (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.

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. PRICE ADJUSTMENT. Exhibit B – Prices for goods of the Contract is hereby amended by deleting the existing Exhibit in its entirety and inserting the attached Exhibit A – Prices for Goods in its place.
- 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.

**PACIFIC SAFETY SUPPLY, DBA DICKE SAFETY,
AN OREGON CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 

By: Alexander Kenesson

Name: Michael Burke

Name: Alexander Kenesson

Title: Contract Manager

Title: Procurement Supervisor

Date: 7-12-22

Date: 7/12/2022

Exhibit A – Prices for Goods

Item	Description	Delivery Days	Manufacturer	Model	Price
1	48" Reflective fluorescent orange roll up sign – ORALITE Super Bright material, with cross brace and flags, per specifications.	21	DICKE	Dicke SB48B1F	\$82.39
2	48" Reflective fluorescent orange roll up sign –3M Diamond Grade material, with cross brace and flags, per specifications.	21	DICKE	Dicke DG48B1F	\$106.68
3	48" Reflective fluorescent orange roll up sign – ORALITE Marathon material, with cross brace and flags, per specifications.	21	DICKE	Dicke MR48B1F	\$104.04
4	36" Reflective fluorescent orange roll up sign – ORALITE Super Bright material, with cross brace and flags, per specifications.	21	DICKE	Dicke SB36B1F	\$56.04
5	36" Reflective fluorescent orange roll up sign –3M Diamond Grade material, with cross brace and flags, per specifications.	21	DICKE	Dicke DG36B1F	\$68.90
6	36" Reflective fluorescent orange roll up sign – ORALITE Marathon material, with cross brace and flags, per specifications.	21	DICKE	Dicke MR36B1F	\$67.87
7	OVERLAY LEGENDS required for 36" and 48" signs: CENTER, LEFT, RIGHT, 500 FT, 1000 FT, 1500 FT, ½ MILE, 1 MILE, DIRECTIONAL ARROW, 2/3, BLANK (also see specifications)	21	DICKE	Included in items 7-13	Included in items 7-13
8	Standard overlay for each fluorescent orange 36" sign of ORALITE Super Bright material (includes cost to apply mounting material attached to roll up sign, when purchased together)	21	DICKE	SBOL36 (legend)	\$6.14
9	Standard overlay for each fluorescent orange 48" sign of ORALITE Super Bright material (includes cost to apply mounting material attached to roll up sign, when purchased together)	21	DICKE	SBOL48 (legend)	\$7.69
10	Standard overlay for each fluorescent orange 36" sign of 3M Diamond Grade material (includes cost to apply mounting material attached to roll up sign, when purchased together)	21	DICKE	DGOL36 (legend)	\$8.90
11	Standard overlay for each fluorescent orange 48" sign of 3M Diamond Grade material (includes cost to apply mounting material attached to roll up sign, when purchased together)	21	DICKE	DGOL48 (legend)	\$11.48
12	Standard overlay for each fluorescent orange 36" sign of ORALITE Marathon material (includes cost to apply mounting material attached to roll up sign, when purchased together)	21	DICKE	MROL36 (legend)	\$7.75
13	Standard overlay for each fluorescent orange 48" sign of ORALITE Marathon material (includes cost to apply mounting material attached to roll up sign, when purchased together)	21	DICKE	MROL48 (legend)	\$9.76
14	Sign stand, compact, wind deflecting, post and tube or screw lock attachment. Per specifications.	21	DICKE	Dicke DF3000P	\$66.03
15	Sign stand, compact, wind deflecting, multi- directional vertical spring system. Post and tube or crew lock attachment. Per specifications.	21	DICKE	Dicke UF2000P	\$68.90
16	Sign stand, large, wind deflecting. Per specifications.	21	DICKE	Dicke TF1230	\$94.74

ADDITIONAL ITEMS and REPLACEMENT COMPONENTS	
Catalog Discount (%)	15%
CUSTOM SIGN LEGEND SET-UP	
\$0 Cost	
SIGN MAINTENANCE/REPAIR	
Contractor will notify customer if signs are not repairable or suitable for service. NOTE: Pricing for roll up sign repairs and refurbishing does not include freight - customer is responsible for two-way freight costs.	
Repair/Replace all corner attachment(s) (labor only, parts additional)	\$32.70
Repair/Replace Velcro roll up strap	\$32.70
Replace flag system (labor only, parts additional)	\$32.70
Sew tear or cut in sign	\$32.70
Add Velcro for overlays (customer's own sign)	\$32.70
Sign face cleaning only (no repairs)	\$32.70