

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

Ennis-Flint, Inc.  
4161 Piedmont Parkway, Ste 370  
Greensboro, NC 27410

**FIRST AMENDMENT  
TO  
CONTRACT No. 02817  
WATERBORNE TRAFFIC MARKING PAINT**

This First Amendment ("Amendment") to Contract No. 02817 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 Ennis-Flint, Inc., a North Carolina corporation ("Contractor") and is effective as of October 1, 2019.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02817 for waterborne traffic marking paint dated effective as of March 1, 2018 ("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. SECTION 3.3 – Economic Adjustment is hereby amended by deleting the existing Section 3.3 in its entirety and inserting the following in lieu thereof:

ECONOMIC ADJUSTMENT. Beginning eighteen (18) months after the effective date of this Master Contract and then annually thereafter, the prices set forth in *Exhibit B* shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices for *Special purpose coatings, including all marine coatings and traffic marking paints* (PCU32551032551072), for the most recent year. Economic adjustment will lag one (1) calendar quarter past the Contract commencement date to allow for publication of BLS data. All calculations for the index shall be based upon the latest version of data published as of July each year. Prices shall be adjusted on September 1<sup>st</sup> and be effective October 1<sup>st</sup> annually thereafter. If an index is recoded, that is the replacement is a direct substitute according to the BLS, this Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

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

2. Exhibit B – Prices for Goods/Services is hereby amended by deleting the existing Exhibit B in its entirety and inserting the attached Exhibit B – Prices for Goods/Services.
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.

ENNIS-FLINT, INC.,  
A NORTH CAROLINA CORPORATION

By: Zina Brooks  
Name: Zina Brooks  
Title: Director of Contract Administration  
Date: 9/20/2019

STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES

By: Leslie Edwards  
Name: Leslie Edwards  
Title: Contracts Specialist  
Date: 9-20-19

**Exhibit B**  
**PRICES FOR GOODS/SERVICES**

Paint Type	Item	Description	Commodity Code	Delivery Qty	SS/Polv Tote (250/275 gal)	55-Gal Drum	5-Gal Pail	Description	Commodity Code	Delivery Qty	SS/Polv Tote (250/275 gal)	55-Gal Drum	5-Gal Pail
Standard 1	White	Ennis-Flint, Inc. Formula #: 983711 Resin (9422)	630-66-68-605	Truckload (>2,650)	\$ 9.73	\$ 10.88	\$ 12.02	Ennis-Flint, Inc. Formula #: 983711-B2 Resin (DT211)	630-66-68-607	Truckload (>2,650)	\$ 9.85	\$ 10.99	\$ 12.14
				Less-Than-Truckload	\$ 10.88	\$ 12.02	\$ 13.17			Less-Than-Truckload	\$ 10.99	\$ 12.14	\$ 13.28
	Yellow	Ennis-Flint, Inc. Formula #: 983712 Resin (9422)	630-66-68-606	Truckload (>2,650)	\$ 9.73	\$ 10.88	\$ 12.02	Ennis-Flint, Inc. Formula #: 983712-B2 Resin (DT211)	630-66-68-608	Truckload (>2,650)	\$ 9.85	\$ 10.99	\$ 12.14
				Less-Than-Truckload	\$ 10.88	\$ 12.02	\$ 13.17			Less-Than-Truckload	\$ 10.99	\$ 12.14	\$ 13.28
Standard 2	White	Ennis-Flint, Inc. Formula #: 980201 Resin (5408)	630-66-68-610	Truckload (>2,650)	\$ 18.99	\$ 20.13	\$ 21.28	Ennis-Flint, Inc. Formula #: 980201-B2 Resin (XSR)	630-66-68-612	Truckload (>2,650)	\$ 17.84	\$ 18.99	\$ 20.13
				Less-Than-Truckload	\$ 20.13	\$ 21.28	\$ 22.42			Less-Than-Truckload	\$ 18.99	\$ 20.13	\$ 21.28
	Yellow	Ennis-Flint, Inc. Formula #: 983712 Resin (5408)	630-66-68-611	Truckload (>2,650)	\$ 18.68	\$ 19.82	\$ 20.97	Ennis-Flint, Inc. Formula #: 983712-B2 Resin (XSR)	630-66-68-613	Truckload (>2,650)	\$ 17.53	\$ 18.68	\$ 19.82
				Less-Than-Truckload	\$ 19.82	\$ 20.97	\$ 22.11			Less-Than-Truckload	\$ 18.68	\$ 19.82	\$ 20.97
Standard 3	White	Ennis-Flint, Inc. Formula #: 984701 Resin (3422)	630-66-68-616	Truckload (>2,650)	\$ 10.29	\$ 11.44	\$ 12.58	Ennis-Flint, Inc. Formula #: 984701-B2 Resin (DT211)	630-66-68-618	Truckload (>2,650)	\$ 10.41	\$ 11.55	\$ 12.70
				Less-Than-Truckload	\$ 11.44	\$ 12.58	\$ 13.73			Less-Than-Truckload	\$ 11.55	\$ 12.70	\$ 13.84
	Yellow	Ennis-Flint, Inc. Formula #: 984702 Resin (3422)	630-66-68-617	Truckload (>2,650)	\$ 10.29	\$ 11.44	\$ 12.58	Ennis-Flint, Inc. Formula #: 984702-B2 Resin (DT211)	630-66-68-619	Truckload (>2,650)	\$ 10.41	\$ 11.55	\$ 12.70
				Less-Than-Truckload	\$ 11.44	\$ 12.58	\$ 13.73			Less-Than-Truckload	\$ 11.55	\$ 12.70	\$ 13.84
Standard 4	White	Ennis-Flint, Inc. Formula #: 984421 Resin (HD21A)	630-66-68-622	Truckload (>2,650)	\$ 12.10	\$ 13.25	\$ 14.39	Ennis-Flint, Inc. Formula #: 984421-B2 Resin (HD21A)	630-66-68-624	Truckload (>2,650)	\$ 10.13	\$ 11.28	\$ 12.42
				Less-Than-Truckload	\$ 13.25	\$ 14.39	\$ 15.54			Less-Than-Truckload	\$ 11.28	\$ 12.42	\$ 13.57
	Yellow	Ennis-Flint, Inc. Formula #: 984422 Resin (HD21A)	630-66-68-623	Truckload (>2,650)	\$ 10.63	\$ 11.77	\$ 12.92	Ennis-Flint, Inc. Formula #: 984422-B2 Resin (HD21A)	630-66-68-625	Truckload (>2,650)	\$ 10.13	\$ 11.28	\$ 12.42
				Less-Than-Truckload	\$ 11.77	\$ 12.92	\$ 14.06			Less-Than-Truckload	\$ 11.28	\$ 12.42	\$ 13.57
Standard 5	White	Ennis-Flint, Inc. Formula #: 985351 Resin (XSR)	630-66-68-628	Truckload (>2,650)	\$ 11.43	\$ 12.57	\$ 13.72	Ennis-Flint, Inc. Formula #: 985351-B2X Resin (DT211)	630-66-68-630	Truckload (>2,650)	\$ 10.13	\$ 11.28	\$ 12.42
				Less-Than-Truckload	\$ 12.57	\$ 13.72	\$ 14.86			Less-Than-Truckload	\$ 11.28	\$ 12.42	\$ 13.57
	Yellow	Ennis-Flint, Inc. Formula #: 985352 Resin (XSR)	630-66-68-629	Truckload (>2,650)	\$ 11.50	\$ 12.64	\$ 13.79	Ennis-Flint, Inc. Formula #: 985352-B2X Resin (DT211)	630-66-68-631	Truckload (>2,650)	\$ 10.13	\$ 11.28	\$ 12.42
				Less-Than-Truckload	\$ 12.64	\$ 13.79	\$ 14.93			Less-Than-Truckload	\$ 11.28	\$ 12.42	\$ 13.57
Standard 6	White	Ennis-Flint, Inc. Formula #: 98351 Resin (XSR)	630-66-68-634	Truckload (>2,650)	\$ 19.16	\$ 20.30	\$ 21.45						
				Less-Than-Truckload	\$ 20.30	\$ 21.45	\$ 22.59						
	Yellow	Ennis-Flint, Inc. Formula #: 98352 Resin (XSR)	630-66-68-635	Truckload (>2,650)	\$ 19.23	\$ 20.37	\$ 21.52						
				Less-Than-Truckload	\$ 20.37	\$ 21.52	\$ 22.66						

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**SECOND AMENDMENT  
TO  
CONTRACT NO. 02817  
WATERBORNE TRAFFIC MARKING PAINT**

This Second Amendment ("Amendment") to Contract No. 02817 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 Ennis-Flint, Inc., a North Carolina corporation ("Contractor") and is dated and effective as of July 15, 2021.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02817 for waterborne traffic marking paint dated effective as of March 1, 2018 ("Contract").
- B. The Parties previously amended the Contract as follows:
  - Amendment 1, effective October 1, 2019 (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.

**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/SERVICES. Exhibit B is hereby amended by deleting the existing Exhibit B in its entirety and inserting the attached Exhibit B – Prices for Goods/Services.
- 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.

**INSERT NAME OF CONTRACTOR,  
A NORTH CAROLINA CORPORATION**

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By: Cindy Burk

Name: Cindy Burk

Title: Director of Contract Administration

Date: July 14, 2021

By: Leslie Edwards

Name: Leslie Edwards

Title: Contracts Specialist

Date: 7/14/2021



Pain t Type	Item	Description	Commodity Code	Delivery Qty	SS/Poly Tote (250/275 gal)	55-Gal Drum	5-Gal Pail	Description	Commodity Code	Delivery Qty	SS/Poly Tote (250/275 gal)	55-Gal Drum	5-Gal Pail
Standard 1	White	Ennis-Flint, Inc. Formula #: 983711 Resin (3427)	630-66-68-605	Truckload (>2,650)	\$ 10.81	\$ 11.96	\$ 13.10	Ennis-Flint, Inc. Formula #: 983711-B2 Resin (DT211)	630-66-68-607	Truckload (>2,650)	\$ 10.93	\$ 12.07	\$ 13.22
				Less-Than-Truckload	\$ 11.96	\$ 13.10	\$ 14.25			Less-Than-Truckload	\$ 12.07	\$ 13.22	\$ 14.36
	Yellow	Ennis-Flint, Inc. Formula #: 983712 Resin (3427)	636-66-68-606	Truckload (>2,650)	\$ 10.81	\$ 11.96	\$ 13.10	Ennis-Flint, Inc. Formula #: 983712-B2 Resin (DT211)	630-66-68-608	Truckload (>2,650)	\$ 10.93	\$ 12.07	\$ 13.22
				Less-Than-Truckload	\$ 11.96	\$ 13.10	\$ 14.25			Less-Than-Truckload	\$ 12.07	\$ 13.22	\$ 14.36
Standard 2	White	Ennis-Flint, Inc. Formula #: 980201 Resin (5408)	630-66-68-610	Truckload (>2,650)	\$ 20.07	\$ 21.21	\$ 22.36	Ennis-Flint, Inc. Formula #: 980201-B2 Resin (XSR)	630-66-68-612	Truckload (>2,650)	\$ 18.92	\$ 20.07	\$ 21.21
				Less-Than-Truckload	\$ 21.21	\$ 22.36	\$ 23.50			Less-Than-Truckload	\$ 20.07	\$ 21.21	\$ 22.36
	Yellow	Ennis-Flint, Inc. Formula #: 983712 Resin (5408)	630-66-68-611	Truckload (>2,650)	\$ 19.76	\$ 20.90	\$ 22.05	Ennis-Flint, Inc. Formula #: 983712-B2 Resin (XSR)	630-66-68-613	Truckload (>2,650)	\$ 18.61	\$ 19.76	\$ 20.90
				Less-Than-Truckload	\$ 20.90	\$ 22.05	\$ 23.19			Less-Than-Truckload	\$ 19.76	\$ 20.90	\$ 22.05
Standard 3	White	Ennis-Flint, Inc. Formula #: 984701 Resin (3427)	630-66-68-616	Truckload (>2,650)	\$ 11.37	\$ 12.52	\$ 13.66	Ennis-Flint, Inc. Formula #: 984701-B2 Resin (DT211)	630-66-68-618	Truckload (>2,650)	\$ 11.49	\$ 12.63	\$ 13.78
				Less-Than-Truckload	\$ 12.52	\$ 13.66	\$ 14.81			Less-Than-Truckload	\$ 12.63	\$ 13.78	\$ 14.92
	Yellow	Ennis-Flint, Inc. Formula #: 984702 Resin (3427)	630-66-68-617	Truckload (>2,650)	\$ 11.37	\$ 12.52	\$ 13.66	Ennis-Flint, Inc. Formula #: 984702-B2 Resin (DT211)	630-66-68-619	Truckload (>2,650)	\$ 11.49	\$ 12.63	\$ 13.78
				Less-Than-Truckload	\$ 12.52	\$ 13.66	\$ 14.81			Less-Than-Truckload	\$ 12.63	\$ 13.78	\$ 14.92
Standard 4	White	Ennis-Flint, Inc. Formula #: 984421 Resin (HD21A)	630-66-68-622	Truckload (>2,650)	\$ 13.18	\$ 14.33	\$ 15.47	Ennis-Flint, Inc. Formula #: 984421-B2 Resin (HD21A)	630-66-68-624	Truckload (>2,650)	\$ 11.21	\$ 12.36	\$ 13.50
				Less-Than-Truckload	\$ 14.33	\$ 15.47	\$ 16.62			Less-Than-Truckload	\$ 12.36	\$ 13.50	\$ 14.65
	Yellow	Ennis-Flint, Inc. Formula #: 984422 Resin (HD21A)	630-66-68-623	Truckload (>2,650)	\$ 11.71	\$ 12.85	\$ 14.00	Ennis-Flint, Inc. Formula #: 984422-B2 Resin (HD21A)	630-66-68-625	Truckload (>2,650)	\$ 11.21	\$ 12.36	\$ 13.50
				Less-Than-Truckload	\$ 12.85	\$ 14.00	\$ 15.14			Less-Than-Truckload	\$ 12.36	\$ 13.50	\$ 14.65
Standard 5	White	Ennis-Flint, Inc. Formula #: 985351 Resin (XSR)	630-66-68-628	Truckload (>2,650)	\$ 12.51	\$ 13.65	\$ 14.80	Ennis-Flint, Inc. Formula #: 985351-B2X Resin (DT211)	630-66-68-630	Truckload (>2,650)	\$ 11.21	\$ 12.36	\$ 13.50
				Less-Than-Truckload	\$ 13.65	\$ 14.80	\$ 15.94			Less-Than-Truckload	\$ 12.36	\$ 13.50	\$ 14.65
	Yellow	Ennis-Flint, Inc. Formula #: 985352 Resin (XSR)	630-66-68-629	Truckload (>2,650)	\$ 12.58	\$ 13.72	\$ 14.87	Ennis-Flint, Inc. Formula #: 985352-B2X Resin (DT211)	630-66-68-631	Truckload (>2,650)	\$ 11.21	\$ 12.36	\$ 13.50
				Less-Than-Truckload	\$ 13.72	\$ 14.87	\$ 16.01			Less-Than-Truckload	\$ 12.36	\$ 13.50	\$ 14.65
Standard 6	White	Ennis-Flint, Inc. Formula #: 98351 Resin (XSR)	630-66-68-634	Truckload (>2,650)	\$ 20.24	\$ 21.38	\$ 22.53						
				Less-Than-Truckload	\$ 21.38	\$ 22.53	\$ 23.67						
	Yellow	Ennis-Flint, Inc. Formula #: 98352 Resin (XSR)	630-66-68-635	Truckload (>2,650)	\$ 20.31	\$ 21.45	\$ 22.60						
				Less-Than-Truckload	\$ 21.45	\$ 22.60	\$ 23.74						

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4161 Piedmont Parkway, Ste 370  
Greensboro, NC 27410

**THIRD AMENDMENT  
TO  
CONTRACT NO. 02817  
WATERBORNE TRAFFIC MARKING PAINT**

This Third Amendment ("Amendment") to Contract No. 02817 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 Ennis-Flint, Inc., a North Carolina corporation ("Contractor") and is dated and effective as of December 1, 2021.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02817 for waterborne traffic marking paint dated effective as of March 1, 2018 ("Contract").
- B. The Parties previously amended the Contract as follows:
  - Amendment 1, effective October 1, 2019 (price adjustment)
  - Amendment 2, effective July 15, 2021 (prices for goods/services)
- 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/Services is hereby amended by deleting the existing Exhibit B in its entirety and inserting the attached Exhibit B – Prices for Goods/Services.
- 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.

ENNIS-FLINT, INC.,  
A NORTH CAROLINA CORPORATION

By:   
Name: Kevin M. Cook  
Title: Sales Director, Traffic Solutions USCA  
Date: 12/21/2021

STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES

By: Leslie Edwards  
Name: Leslie Edwards  
Title: Contracts Specialist  
Date: 12/21/2021



**Exhibit B**  
**PRICES FOR GOODS/SERVICES**

Paint Type	Item	Description	Commodity Code	Delivery Qty	SS/Poly Tote (250/275 gal)	55-Gal Drum	5-Gal Pail	Description	Commodity Code	Delivery Qty	SS/Poly Tote (250/275 gal)	55-Gal Drum	5-Gal Pail
Standard 1	White	Ennis-Flint, Inc. Formula #: 983711 Resin (3427)	630-66-68-605	Truckload (>2,650)	\$ 12.37	\$ 13.68	\$ 14.99	Ennis-Flint, Inc. Formula #: 983711-B2 Resin (DT211)	630-66-68-607	Truckload (>2,650)	\$ 12.50	\$ 13.81	\$ 15.12
				Less-Than-Truckload	\$ 13.68	\$ 14.99	\$ 16.30			Less-Than-Truckload	\$ 13.81	\$ 15.12	\$ 16.44
	Yellow	Ennis-Flint, Inc. Formula #: 983712 Resin (3427)	630-66-68-606	Truckload (>2,650)	\$ 12.37	\$ 13.68	\$ 14.99	Ennis-Flint, Inc. Formula #: 983712-B2 Resin (DT211)	630-66-68-608	Truckload (>2,650)	\$ 12.50	\$ 13.81	\$ 15.12
				Less-Than-Truckload	\$ 13.68	\$ 14.99	\$ 16.30			Less-Than-Truckload	\$ 13.81	\$ 15.12	\$ 16.44
Standard 2	White	Ennis-Flint, Inc. Formula #: 980201 Resin (5408)	630-66-68-610	Truckload (>2,650)	\$ 22.96	\$ 24.27	\$ 25.58	Ennis-Flint, Inc. Formula #: 980201-B2 Resin (XSR)	630-66-68-612	Truckload (>2,650)	\$ 21.65	\$ 22.96	\$ 24.27
				Less-Than-Truckload	\$ 24.27	\$ 25.58	\$ 26.89			Less-Than-Truckload	\$ 22.96	\$ 24.27	\$ 25.58
	Yellow	Ennis-Flint, Inc. Formula #: 983712 Resin (5408)	630-66-68-611	Truckload (>2,650)	\$ 22.61	\$ 23.92	\$ 25.23	Ennis-Flint, Inc. Formula #: 983712-B2 Resin (XSR)	630-66-68-613	Truckload (>2,650)	\$ 21.30	\$ 22.61	\$ 23.92
				Less-Than-Truckload	\$ 23.92	\$ 25.23	\$ 26.54			Less-Than-Truckload	\$ 22.61	\$ 23.92	\$ 25.23
Standard 3	White	Ennis-Flint, Inc. Formula #: 984701 Resin (3427)	630-66-68-616	Truckload (>2,650)	\$ 13.02	\$ 14.33	\$ 15.64	Ennis-Flint, Inc. Formula #: 984701-B2 Resin (DT211)	630-66-68-618	Truckload (>2,650)	\$ 13.15	\$ 14.46	\$ 15.77
				Less-Than-Truckload	\$ 14.33	\$ 15.64	\$ 16.95			Less-Than-Truckload	\$ 14.46	\$ 15.77	\$ 17.08
	Yellow	Ennis-Flint, Inc. Formula #: 984702 Resin (3427)	630-66-68-617	Truckload (>2,650)	\$ 13.02	\$ 14.33	\$ 15.64	Ennis-Flint, Inc. Formula #: 984702-B2 Resin (DT211)	630-66-68-619	Truckload (>2,650)	\$ 13.15	\$ 14.46	\$ 15.77
				Less-Than-Truckload	\$ 14.33	\$ 15.64	\$ 16.95			Less-Than-Truckload	\$ 14.46	\$ 15.77	\$ 17.08
Standard 4	White	Ennis-Flint, Inc. Formula #: 984421 Resin (HD21A)	630-66-68-622	Truckload (>2,650)	\$ 15.09	\$ 16.40	\$ 17.71	Ennis-Flint, Inc. Formula #: 984421-B2 Resin (HD21A)	630-66-68-624	Truckload (>2,650)	\$ 12.83	\$ 14.14	\$ 15.45
				Less-Than-Truckload	\$ 16.40	\$ 17.71	\$ 19.02			Less-Than-Truckload	\$ 14.14	\$ 15.45	\$ 16.76
	Yellow	Ennis-Flint, Inc. Formula #: 984422 Resin (HD21A)	630-66-68-623	Truckload (>2,650)	\$ 13.40	\$ 14.71	\$ 16.02	Ennis-Flint, Inc. Formula #: 984422-B2 Resin (HD21A)	630-66-68-625	Truckload (>2,650)	\$ 12.83	\$ 14.14	\$ 15.45
				Less-Than-Truckload	\$ 14.71	\$ 16.02	\$ 17.33			Less-Than-Truckload	\$ 14.14	\$ 15.45	\$ 16.76
Standard 5	White	Ennis-Flint, Inc. Formula #: 985351 Resin (XSR)	630-66-68-628	Truckload (>2,650)	\$ 14.31	\$ 15.62	\$ 16.93	Ennis-Flint, Inc. Formula #: 985351-B2X Resin (DT211)	630-66-68-630	Truckload (>2,650)	\$ 12.83	\$ 14.14	\$ 15.45
				Less-Than-Truckload	\$ 15.62	\$ 16.93	\$ 18.24			Less-Than-Truckload	\$ 14.14	\$ 15.45	\$ 16.76
	Yellow	Ennis-Flint, Inc. Formula #: 985352 Resin (XSR)	630-66-68-629	Truckload (>2,650)	\$ 14.39	\$ 15.70	\$ 17.01	Ennis-Flint, Inc. Formula #: 985352-B2X Resin (DT211)	630-66-68-631	Truckload (>2,650)	\$ 12.83	\$ 14.14	\$ 15.45
				Less-Than-Truckload	\$ 15.70	\$ 17.01	\$ 18.32			Less-Than-Truckload	\$ 14.14	\$ 15.45	\$ 16.76
Standard 6	White	Ennis-Flint, Inc. Formula #: 98351 Resin (XSR)	630-66-68-634	Truckload (>2,650)	\$ 23.16	\$ 24.47	\$ 25.78						
				Less-Than-Truckload	\$ 24.47	\$ 25.78	\$ 27.09						
	Yellow	Ennis-Flint, Inc. Formula #: 98352 Resin (XSR)	630-66-68-635	Truckload (>2,650)	\$ 23.24	\$ 24.55	\$ 25.86						
				Less-Than-Truckload	\$ 24.55	\$ 25.86	\$ 27.17						

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

Ennis-Flint, Inc.  
4161 Piedmont Parkway, Ste 370  
Greensboro, NC 27410

**FOURTH AMENDMENT  
TO  
CONTRACT NO. 02817  
WATERBORNE TRAFFIC MARKING PAINT**

This Fourth Amendment ("Amendment") to Contract No. 02817 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 Ennis-Flint, Inc., a North Carolina corporation ("Contractor") and is dated and effective as of August 1, 2022.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02817 for waterborne traffic marking paint dated effective as of March 1, 2018 ("Contract").
- B. The Parties previously amended the Contract as follows:
  - Amendment 1, effective October 1, 2019 (price adjustment)
  - Amendment 2, effective July 15, 2021 (prices for goods/services)
  - Amendment 3, effective December 1, 2021 (prices for goods/services)
- 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/SERVICES.** Exhibit B – Prices for Goods/Services is hereby amended by deleting the existing Exhibit B in its entirety and inserting the attached Exhibit B – Prices for Goods/Services dated August 1, 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.** 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.

**ENNIS-FLINT, INC.,**  
**A NORTH CAROLINA CORPORATION**

By:   
Name: Dane Alsabrook  
Title: Director, Contract Administration  
Date: 7/21/2022

**STATE OF WASHINGTON**  
**DEPARTMENT OF ENTERPRISE SERVICES**

By: Alexander Kenesson  
Name: Alexander Kenesson  
Title: Contract Procurement Supervisor  
Date: 7/19/2022



**Exhibit B**  
**PRICES FOR GOODS/SERVICES**  
**(8/1/2022)**

Contract 02817 – Waterborne Traffic Marking Paint – Pricing & Ordering												
Item	Type	Code	Delivery Qty	SS/Pol y Tote (250/2 75 gal)	55-Gal Drum	5-Gal Pail	Type	Code	Delivery Qty	SS/Poly Tote (250/275 gal)	55-Gal Drum	5-Gal Pail
White	Ennis-Flint, Inc. Formula #: 983711 Resin (3427)	630-66-68-605	Truckload (>2,650)	\$14.50	\$16.04	\$17.57	Ennis-Flint, Inc. Formula #: 983711-B2 Resin (DT211)	630-66-68-607	Truckload (>2,650)	\$14.66	\$16.19	\$17.73
			Less-Than-Truckload	\$16.04	\$17.57	\$19.11			Less-Than-Truckload	\$16.19	\$ 17.73	\$19.26
Yellow	Ennis-Flint, Inc. Formula #: 983712 Resin (3427)	636-66-68-606	Truckload (>2,650)	\$14.50	\$16.04	\$17.57	Ennis-Flint, Inc. Formula #: 983712-B2 Resin (DT211)	630-66-68-608	Truckload (>2,650)	\$14.66	\$ 16.19	\$17.73
			Less-Than-Truckload	\$16.04	\$17.57	\$19.11			Less-Than-Truckload	\$16.19	\$ 17.73	\$ 19.26
White	Ennis-Flint, Inc. Formula #: 980201	630-66-68-610	Truckload (>2,650)	\$26.91	\$28.45	\$29.98	Ennis-Flint, Inc. Formula #: 980201-B2 Resin (XSR)	630-66-68-612	Truckload (>2,650)	\$25.38	\$26.91	\$28.45





White	Ennis-Flint, Inc. Formula #: 984421 Resin (HD21A)	630-66-68-622	Truckload (>2,650)	\$17.68	\$19.22	\$20.75	Ennis-Flint, Inc. Formula #: 984421-B2	630-66-68-624	Truckload (>2,650)	\$ 15.04	\$ 16.58	\$ 18.11
			Less-Than-Truckload	\$19.22	\$20.75	\$22.29			Less-Than-Truckload	\$ 16.58	\$ 18.11	\$ 19.65
Yellow	Ennis-Flint, Inc. Formula #: 984422 Resin (HD21A)	630-66-68-623	Truckload (>2,650)	\$15.70	\$17.24	\$18.77	Ennis-Flint, Inc. Formula #: 984422-B2	630-66-68-625	Truckload (>2,650)	\$ 15.04	\$ 16.58	\$18.11
			Less-Than-Truckload	\$17.24	\$18.77	\$20.31			Less-Than-Truckload	\$16.58	\$ 18.11	\$ 19.65
White	Ennis-Flint, Inc. Formula #: 985351 Resin (XSR)	630-66-68-628	Truckload (>2,650)	\$16.78	\$18.31	\$19.85	Ennis-Flint, Inc. Formula #: 985351-B2X Resin (DT211)	630-66-68-630	Truckload (>2,650)	\$15.04	\$16.58	\$18.11
			Less-Than-Truckload	\$18.31	\$19.85	\$21.38			Less-Than-Truckload	\$ 16.58	\$ 18.11	\$ 19.65
Yellow	Ennis-Flint, Inc. Formula #: 985352 Resin (XSR)	630-66-68-629	Truckload (>2,650)	\$16.87	\$18.40	\$19.94	Ennis-Flint, Inc. Formula #: 985352-B2X Resin (DT211)	630-66-68-631	Truckload (>2,650)	\$ 15.04	\$ 16.58	\$ 18.11
			Less-Than-Truckload	\$18.40	\$19.94	\$21.48			Less-Than-Truckload	\$ 16.58	\$ 18.11	\$ 19.65

White	Ennis-Flint, Inc. Formula #: 98351 Resin (XSR)	630-66-68- 634	Truckload (>2,650)	\$27.14	\$28.68	\$30.21	
			Less-Than- Truckload	\$28.68	\$30.21	\$31.75	
Yellow	Ennis-Flint, Inc. Formula #: 98352 Resin (XSR)	630-66-68- 635	Truckload (>2,650)	\$27.23	\$28.77	\$30.31	
			Less-Than- Truckload	\$28.77	\$30.31	\$31.84	