

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

Ozark Materials, LLC
591 Glendale Avenue
Greenville, AL 36037

**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 Ozark Materials, LLC, an Alabama limited liability 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 1st and be effective October 1st 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:

New Price = Old Price x (Current Period Index/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.

OZARK MATERIALS, LLC,
AN ALABAMA LIMITED LIABILITY CORPORATION

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 

By: 

Name: Michael Dean

Name: Leslie Edwards

Title: VP of Operations

Title: Contracts Specialist

Date: 9.23.19

Date: 10-3-19

Exhibit B
PRICES FOR GOODS/SERVICES

Paint Type	Item	Description	Commodity Code	Delivery Qty	Bottle/Cage (27.5 gal)	55-gal Drum	5 Gal Pail
Standard 1	White	Ozark Materials Formula #: 14244 Resin (3427)	630-66-68-700	Truckload	\$ 11.54	\$ 11.86	\$ 12.31
				Less-Than-Truckload	\$ 13.83	\$ 14.15	\$ 14.60
	Yellow	Ozark Materials Formula #: 24244 Resin (3427)	630-66-68-701	Truckload	\$ 11.54	\$ 11.86	\$ 12.31
				Less-Than-Truckload	\$ 13.83	\$ 14.15	\$ 14.60
Standard 2	White	Ozark Materials Formula #: 14244A Resin (5408)	630-66-68-706	Truckload	\$ 11.54	\$ 11.86	\$ 12.31
				Less-Than-Truckload	\$ 13.83	\$ 14.15	\$ 14.60
	Yellow	Ozark Materials Formula #: 24244A Resin (5408)	630-66-68-707	Truckload	\$ 11.54	\$ 11.86	\$ 12.31
				Less-Than-Truckload	\$ 13.83	\$ 14.15	\$ 14.60
Standard 3	White	Ozark Materials Formula #: 15244 Resin (3427)	630-66-68-712	Truckload	\$ 12.00	\$ 12.32	\$ 12.77
				Less-Than-Truckload	\$ 14.29	\$ 14.61	\$ 15.06
	Yellow	Ozark Materials Formula #: 25244 Resin (3427)	630-66-68-713	Truckload	\$ 12.00	\$ 12.32	\$ 12.77
				Less-Than-Truckload	\$ 14.29	\$ 14.61	\$ 15.06
Standard 4	White	Ozark Materials Formula #: 16244 Resin (HD21A)	630-66-68-718	Truckload	\$ 12.23	\$ 12.55	\$ 13.00
				Less-Than-Truckload	\$ 14.52	\$ 14.84	\$ 15.29
	Yellow	Ozark Materials Formula #: 26244 Resin (HD21A)	630-66-68-719	Truckload	\$ 12.23	\$ 12.55	\$ 13.00
				Less-Than-Truckload	\$ 14.52	\$ 14.84	\$ 15.29
Standard 5	White	Ozark Materials Formula #: 17244 Resin (5408)	630-66-68-724	Truckload	\$ 11.98	\$ 11.94	\$ 12.71
				Less-Than-Truckload	\$ 11.91	\$ 11.94	\$ 12.71
	Yellow	Ozark Materials Formula #: 27244 Resin (5408)	630-66-68-725	Truckload	\$ 12.05	\$ 12.01	\$ 12.79
				Less-Than-Truckload	\$ 12.05	\$ 12.01	\$ 12.79
Standard 6	White	Ozark Materials Formula #: 18244 Resin (5408)	630-66-68-730	Truckload	\$ 11.98	\$ 11.94	\$ 12.71
				Less-Than-Truckload	\$ 11.91	\$ 11.94	\$ 12.71
	Yellow	Ozark Materials Formula #: 28244 Resin (5408)	630-66-68-731	Truckload	\$ 12.05	\$ 12.01	\$ 12.79
				Less-Than-Truckload	\$ 12.05	\$ 12.01	\$ 12.79

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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 Ozark Materials, LLC, an Alabama limited liability corporation ("Contractor") and is effective as of November 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)
- 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.

OZARK MATERIALS, LLC,
AN ALABAMA LIMITED LIABILITY CORPORATION

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: _____

By: Leslie Edwards

Name: D. Michael Dean

Name: Leslie Edwards

Title: Sr. VP of Operations

Title: Contracts Specialist

Date: 12-2-21

Date: 12/2/2021

Exhibit B
PRICES FOR GOODS/SERVICES

Description	Commodity Code	Delivery Qty	Bottle/Cage (275 gal)	55-Gal Drum	5-Gal Pail
Ozark Materials Formula #: 14244 Resin (3427)	630-66-68-700	Truckload	\$ 13.21	\$ 13.57	\$ 14.09
		Less-Than-Truckload	\$ 15.83	\$ 16.20	\$ 16.71
Ozark Materials Formula #: 24244 Resin (3427)	630-66-68-701	Truckload	\$ 13.21	\$ 13.57	\$ 14.09
		Less-Than-Truckload	\$ 15.83	\$ 16.20	\$ 16.71
Ozark Materials Formula #: 14244A Resin (5408)	630-66-68-706	Truckload	\$ 13.21	\$ 13.57	\$ 14.09
		Less-Than-Truckload	\$ 15.83	\$ 16.20	\$ 16.71
Ozark Materials Formula #: 24244A Resin (5408)	630-66-68-707	Truckload	\$ 13.21	\$ 13.57	\$ 14.09
		Less-Than-Truckload	\$ 15.83	\$ 16.20	\$ 16.71
Ozark Materials Formula #: 15244 Resin (3427)	630-66-68-712	Truckload	\$ 13.73	\$ 14.10	\$ 14.61
		Less-Than-Truckload	\$ 16.35	\$ 16.72	\$ 17.23
Ozark Materials Formula #: 25244 Resin (3427)	630-66-68-713	Truckload	\$ 13.73	\$ 14.10	\$ 14.61
		Less-Than-Truckload	\$ 16.35	\$ 16.72	\$ 17.23
Ozark Materials Formula #: 16244 Resin (HD21A)	630-66-68-718	Truckload	\$ 13.99	\$ 14.36	\$ 14.87
		Less-Than-Truckload	\$ 16.61	\$ 16.98	\$ 17.49
Ozark Materials Formula #: 26244 Resin (HD21A)	630-66-68-719	Truckload	\$ 13.99	\$ 14.36	\$ 14.87
		Less-Than-Truckload	\$ 16.61	\$ 16.98	\$ 17.49
Ozark Materials Formula #: 17244 Resin (5408)	630-66-68-724	Truckload	\$ 13.71	\$ 13.67	\$ 14.54
		Less-Than-Truckload	\$ 13.63	\$ 13.67	\$ 14.54
Ozark Materials Formula #: 27244 Resin (5408)	630-66-68-725	Truckload	\$ 13.78	\$ 13.74	\$ 14.64
		Less-Than-Truckload	\$ 13.78	\$ 13.74	\$ 14.64
Ozark Materials Formula #: 18244 Resin (5408)	630-66-68-730	Truckload	\$ 13.71	\$ 13.67	\$ 14.54
		Less-Than-Truckload	\$ 13.63	\$ 13.67	\$ 14.54
Ozark Materials Formula #: 28244 Resin (5408)	630-66-68-731	Truckload	\$ 13.78	\$ 13.74	\$ 14.64
		Less-Than-Truckload	\$ 13.78	\$ 13.74	\$ 14.64