

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

The Sherwin-Williams Company  
101 W Prospect Avenue, 720 Guildhall  
Cleveland, OH 44115

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 The Sherwin-Williams Company, an Ohio 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.

THE SHERWIN-WILLIAMS COMPANY,  
AN OHIO CORPORATION

By: John Palomba  
Name: John Palomba  
Title: Director - Pavement  
Date: 10-10-19 Markings

Business Unit

STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES

By: Leslie Edwards  
Name: Leslie Edwards  
Title: Contracts Specialist  
Date: 10-10-19

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

Description	Commodity Code	Delivery Qty	Bottle/Cage (275 gal)	55-Gal Drum	5-Gal Pail
Sherinw-Williams Formula #: TM2600 Resin (3427)	630-66-68-800	Truckload (>2,650)	\$ 11.58	\$ 11.99	\$ 12.61
		Less-Than-Truckload	\$ 12.26	\$ 12.66	\$ 13.29
Sherinw-Williams Formula #: TM2601 Resin (3427)	630-66-68-801	Truckload (>2,650)	\$ 10.24	\$ 10.40	\$ 11.16
		Less-Than-Truckload	\$ 10.92	\$ 11.08	\$ 12.02
Sherwin-Williams Formula #: TM2602 Resin (3427)	630-66-68-812	Truckload (>2,650)	\$ 11.62	\$ 12.13	\$ 13.05
		Less-Than-Truckload	\$ 12.31	\$ 12.81	\$ 13.45
Sherwin-Williams Formula #: TM2603 Resin (3427)	630-66-68-813	Truckload (>2,650)	\$ 10.52	\$ 11.37	\$ 11.91
		Less-Than-Truckload	\$ 11.20	\$ 12.05	\$ 13.05



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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 The Sherwin-Williams Company, an Ohio 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).
- 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.

**THE SHERWIN-WILLIAMS COMPANY,  
AN OHIO CORPORATION**

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By: Anthony Del Percio by PSP

By: Leslie Edwards

Name: Anthony Del Percio

Name: Leslie Edwards

Title: Sales Manager

Title: Contracts Specialist

Date: 12/17/21

Date: 12/20/2021

**EXHIBIT B**  
**PRICES FOR GOODS/SERVICES**

Paint Type	Item	Description	Commodity Code	Delivery Qty	Bottle/Cage (275 gal)	55-Gal Drum	5-Gal Pail
Standard 1	White	Sherinw-Williams Formula #: TM2600 Resin (3427)	630-66-68-800	Truckload (>2,650)	\$ 13.25	\$ 13.72	\$ 14.43
				Less-Than-Truckload	\$ 14.03	\$ 14.49	\$ 15.21
	Yellow	Sherinw-Williams Formula #: TM2601 Resin (3427)	630-66-68-801	Truckload (>2,650)	\$ 11.72	\$ 11.90	\$ 12.77
				Less-Than-Truckload	\$ 12.50	\$ 12.68	\$ 13.75
Standard 3	White	Sherwin-Williams Formula #: TM2602 Resin (3427)	630-66-68-812	Truckload (>2,650)	\$ 13.30	\$ 13.88	\$ 14.93
				Less-Than-Truckload	\$ 14.09	\$ 14.66	\$ 15.39
	Yellow	Sherwin-Williams Formula #: TM2603 Resin (3427)	630-66-68-813	Truckload (>2,650)	\$ 12.04	\$ 13.01	\$ 13.63
				Less-Than-Truckload	\$ 12.82	\$ 13.79	\$ 14.93