

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	02915
Special Asphalt Products P.O. Box 427 Wilsonville, OR 97070-0427	Amendment No.:	2
	Effective Date:	January 1, 2017

FIRST AMENDMENT
TO
CONTRACT No. 02915
EQUIPMENT RENTAL

This First Amendment ("Amendment") to Contract No. 02915 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 Special Asphalt Products, a Contractor ("Contractor") and is dated as of January 1, 2017.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02915 for Equipment Rental dated effective as of January 1, 2016 ("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 thirty-six (36) months ending December 31, 2019.
- 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.

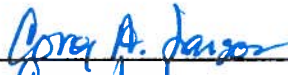
EXECUTED AND EFFECTIVE as of the day and date first above written.

SPECIAL ASPHALT PRODUCTS

By: 
Name: STEVE DALZELL
Title: OPERATIONS MANAGER
Date: 12/12/2016

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Corey A. Janson
Title: Contracts Specialist
Date: 12/02/2016

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

Special Asphalt Products Inc.
3537 NW St. Helens Road
Portland, OR 97210

**THIRD AMENDMENT
TO
CONTRACT No. 02915
EQUIPMENT RENTAL**

This Third Amendment ("Amendment") to Contract No. 02915 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 Special Asphalt Products Inc., an Oregon Corporation ("Contractor") and is dated as of January 1, 2020.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02915 for Equipment Rental dated effective as of January 1, 2016 ("Contract").
- B. The Parties previously amended the Contract October 1, 2017.
- 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 term of the contract is amended to extend the period of performance for twenty-four (24) months, ending December 31, 2021.
- 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.

**SPECIAL ASPHALT PRODUCTS INC.
AN OREGON CORPORATION**

By: 
Name: STEVE DALZELL
Title: MANAGER
Date: 11/22/2019

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Chad D Roth
Title: Contracts Supervisor
Date: 12/19/19

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

[Special Asphalt Products, Inc.]
[3537 NW St. Helens Rd.]
[Portland, OR 97210]

**FIFTH AMENDMENT
TO
CONTRACT No. 02915
EQUIPMENT RENTAL**

This Fifth Amendment ("Amendment") to Contract No. 02915 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 ([Special Asphalt Products, Inc.]) ("Contractor") and is dated as of December 30, 2021.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02915 for Equipment Rental dated effective as of January 1st, 2016 ("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 term of the contract is amended to extend the period of performance for twenty-four (24) months, ending December 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.

SPECIAL ASPHALT PRODUCTS, INC

By: Steve Dalzell

Name: Steve Dalzell

Title: Manager

Date: 12/16/2021

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

By: Mark McClurkin

Name: Mark McClurkin

Title: Contract Specialist 3

Date: 12/17/2021

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

Special Asphalt Products, Inc.
3537 NW St. Helens Rd.
Portland, OR 97210

**SIXTH AMENDMENT
TO
CONTRACT No. 02915
EQUIPMENT RENTAL**

This Sixth Amendment ("Amendment") to Contract No. 02915 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 Special Asphalt Products, Inc. ("Contractor") and is dated as of February 14, 2022.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02915 for Equipment Rental dated effective as of January 1st, 2016 ("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. **PRICING.** The Contract is amended to update equipment and revise pricing as set forth in the vendor's 2022-2023 pricelist. The Contractor agrees that all the prices provided in their 2022-2023 pricelist are equal to or lower than the prices currently being offered by the contractor to other non-affiliated customers outside of contract 02915.
- 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.

Special Asphalt Products, Inc.

By: Steve Dalzell
Name: Steve Dalzell
Title: Department Manager
Date: 2/15/2022

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

By: Mark McClurkin
Name: Mark McClurkin
Title: Contracts Specialist 3
Date: 2/14/22