

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	02917
Wilbur-Ellis Company LLC 12001 E Empire Avenue Spokane Valley, WA 99206	Amendment No.:	1
	Effective Date:	March 15, 2018

**FIRST AMENDMENT
TO
CONTRACT No. 02917
VEGETATION MANAGEMENT**

This First Amendment ("Amendment") to Contract No. 02917 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 Wilbur-Ellis Company LLC, a California Limited Liability Corporation ("Contractor") and is dated as of March 15, 2018.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02917 for vegetation management dated effective as of January 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. **PRODUCTS COVERED.** The Contract is amended to add the following pre-blended product to Category 2:
 - a. Vastlan 96 oz., Milestone 10 oz., Water 22 oz., \$83.45/gallon, \$1,251.90/15 Gal. Drum
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.

**WILBUR-ELLIS COMPANY LLC, A CALIFORNIA LIMITED
LIABILITY CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: _____



By: _____

Melanie Williams

Name: _____

Tim Magney

Name: Melanie Williams

Title: _____

Branch Manager

Title: Contracts Specialist

Date: _____

March 1 2018

Date: 03/01/18

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	02917
Wilbur-Ellis Company LLC 12001 E Empire Avenue Spokane Valley, WA 99206	Amendment No.:	2
	Effective Date:	March 25, 2018

**SECOND AMENDMENT
TO
CONTRACT NO. 02917
VEGETATION MANAGEMENT**

This Second Amendment ("Amendment") to Contract No. 02917 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 Wilbur-Ellis Company LLC, a California Limited Liability Corporation ("Contractor") and is dated as of March 25, 2018.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02917 for vegetation management dated effective as of January 1, 2018 ("Contract").
- B. The Parties previously amended the Contract one time effective March 15, 2018 modifying the product offerings.
- 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. **PRODUCTS COVERED.** The Contract is amended to add to Category 1: Crosshair, \$41.60 per gallon in 4 x1 gallon and 2x2.5 gallon containers.
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.

**WILBUR-ELLIS COMPANY LLC, A CALIFORNIA LIMITED
LIABILITY CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: Wilbur Ellis Co LLC
Name: Jim Magy
Title: Branch Manager
Date: 5-17-2018

By: Melanie Williams
Name: Melanie Williams
Title: Contracts Specialist
Date: 5/17/18

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

Wilbur-Ellis Company, LLC
1519 14th ST NW
SEATTLE WA 98188-3418 USA

**THIRD AMENDMENT
TO
CONTRACT NO. 02917
VEGETATION MANAGEMENT**

This Third Amendment ("Amendment") to Contract No. 02917 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 Wilbur-Ellis Company LLC., a California Limited Liability Company ("Contractor") and is dated as of March 1, 2019.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02917 for vegetation management dated effective as of January 1, 2018 ("Contract").
- B. The Parties previously amended the Contract as follows
 - a. Amendment 1 effective March 15, 2018 (expand product offerings)
 - b. Amendment 2 effective May 25, 2018 (expand product offerings)
- 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. PRICE ADJUSTMENT. The contract is amended to adjust prices to reflect current price trends.

Product	Commodity Code	Packaging	Unit Size	Current Price	New Price
Aquaneat	675-90-48-127	2 X 2.5 gal.	Per Gallon	\$14.25	\$ 15.53
Esplanade 200SC	675-90-48-231	2 X 2.5 gal.	Per Gallon	\$311.93	\$ 327.53
		4 x 1qt.		\$1,121.40	\$1,178.11
Polaris	675-90-48-570	2 X 2.5 gal.	Per Gallon	\$62.50	\$ 50.50
Oust	675-85-42-786	48 oz.	Per Ounce	\$1.41	\$ 1.47

Roundup Pro Concentrate	675-90-48-678	2 X 2.5 gal.	Per Gallon	\$15.00	\$ 16.00
Roundup Pro Max	675-90-48-680	2 X 2.5 gal.	Per Gallon	\$24.00	\$ 24.96
E2	675-90-48-232	2 X 2.5 gal.	Per Gallon	\$32.92	\$ 42.00
Escort XP	675-90-48-417	8 X 16 oz.	Per Ounce	\$2.04	\$ 2.13
Garlon 3A	675-90-48-790	2 X 2.5 gal.	Per Gallon	\$39.75	\$ 42.93
Capstone	675-90-48-421	2 X 2.5 gal.	Per Gallon	\$40.00	\$ 42.00
Vastlan	675-90-48-795	1 gal. , 5 gal.	Per Gallon	\$73.65	\$ 75.85
Gallery SC Gallery 75 DF	675-90-48-240 675-85-42-381	4 X 1 lbs qt /gal	Per Gallon Per Pound	\$151.36	\$ 157.44
				\$605.44	\$629.50
				\$113	\$117.50
Surflan AS	675-90-48-462	2 X 2.5 gal.	Per Gallon	\$44.78	\$ 51.04
LI 700	675-55-16-758	2 X 2.5 gal.	Per Gallon	\$22.00	\$ 27.50
Blend #5 Bareground	675-90-48-165	15 gal. drum	Per Gallon	\$167.02	\$ 172.02
Blend #6 Bareground	675-90-48-167	15 gal. drum	Per Gallon	\$62.76	\$ 64.01
Blend #7 Bareground	675-90-48-171	15 gal. drum	Per Gallon	\$95.27	\$ 99.08
Blend #8 Bareground	675-90-48-158	15 gal. drum	Per Gallon	\$55.89	\$ 57.00
Blend #9 Bareground	675-90-48-172	12 gal. drum	Per Gallon	\$96.12	\$ 98.04
Blend #10 Bareground	675-90-48-175	12 gal. drum	Per Gallon	\$80.03	\$ 81.63
Blend #11 Bareground	675-90-48-176	12 gal. drum	Per Gallon	\$107.86	\$ 112.17
Capstone	675-90-48-421	15 gal. drum	Per Gallon	\$40.00	\$ 42.00
Garlon 3A	675-90-48-790	15 gal. drum	Per Gallon	\$44.71	\$ 48.28
Vastlan	675-90-48-795	15 gal. drum	Per Gallon	\$78.47	\$ 80.82
Polaris AC	675-90-48-572	15 gal. drum	Per Gallon	\$93.44	\$ 91.58
Krovar 1DF (WSDOT Eastside Only)	675-85-42-070	8 X 6 lb. 25 lb.	Per Pound	\$6.75	\$ 8.22

2. PRODUCT OFFERING. The contract is amended to remove the following product offerings:

a. Perspective

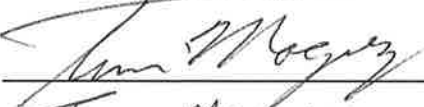
b. Streamline

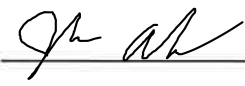
3. PRODUCTS COVERED. The contract is amended to add the following product to Master Contract 02917: Laramie 16oz container \$6.43 per oz.
4. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
5. INTEGRATED AGREEMENT; MODIFICATION. 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.
6. 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.
7. 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.
8. 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.

WILBUR-ELLIS COMPANY
A CALIFORNIA LIMITED LIABILITY COMPANY

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Tim Magway
Title: Branch Manager
Date: 2-27-19

By: 
Name: John Allen
Title: Procurement Supervisor
Date: 2/28/19

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

Wilbur-Ellis Company, LLC
1519 14th ST NW
SEATTLE WA 98188-3418 USA

**FOURTH AMENDMENT
TO
CONTRACT NO. 02917
VEGETATION MANAGEMENT**

This Fourth Amendment ("Amendment") to Contract No. 02917 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 Wilbur-Ellis Company LLC., a California Limited Liability Company ("Contractor") and is dated as of May 8, 2019.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02917 for Vegetation Management dated effective as of January 1, 2018 ("Contract").
- B. The Parties previously amended the Contract as follows:
 - Amendment 1 effective March 15, 2018 (expand product offerings).
 - Amendment 2 effective March 25, 2018 (expand product offerings).
 - Amendment 3 effective March 1, 2019 (increase prices).
- 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. **CATEGORY 1 PRICING.** The Contract is amended to revise the price sheet under Category 1 Adjuvants/Surfactants section, to clarify the different defoamers, as set forth in the attached Exhibit 1.
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.

WILBUR-ELLIS COMPANY
A CALIFORNIA LIMITED LIABILITY COMPANY

By: Tim Magney
Name: Tim Magney
Title: Branch Manager
Date: 6-3-19

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Leslie Edwards
Name: Leslie Edwards
Title: Contract Specialist
Date: 6-4-19

Exhibit 1

Adjuvants / Surfactants	48	99% Ammonium Sulfate	Ammonium Sulfate Fines	675-55-78-015	1 X 50 lbs.	\$0.19	Per Gallon
	49	Agri-dex	Agri-dex	675-55-78-010	2 X 2.5 gal.	\$16.00	Per Gallon
	50	46.31% Carbonic acid, dipotassium salt NPE Free 53.69% Constituents ineffective as spray adjuvant	climb	675-55-16-092	1 X 1 gal.	\$56.00	Per Gallon
	51	100% Alcohol ethoxylates, silicone-polyether copolymer, propylene glycol and dimethylpolysiloxane	Sylcoat	675-55-78-708	4 X 1 gal.	\$99.00	Per Gallon
	52	100% Modified Vegetable Oil, Aliphatic Mineral Oil, Amine salts of Organic Acids, Aromatic Acid, NPE Free	Inplace Crosshair	675-55-78-066 675-90-48-197	2 x 2.5 gal.	\$33.00 \$49.60	Per Gallon
	53	LI 700	LI 700	675-55-16-758	2 X 2.5 gal.	\$27.50	Per Gallon
	54	100% Methylated vegetable oil, alcohol ethoxylate, phosphatidylcholine	Superspread MSO	675-55-78-750	2 X 2.5 gal.	\$14.50	Per Gallon
	55	90% Alky phenol ethoxylate, Isopropanol, and Fatty Acids 10% Constituents ineffective as spray adjuvant	Insist 90 Plus	675-90-13-250	2 x 2.5 gal.	\$15.75	Per Gallon
	56	100% Methylated esters of fatty acids, alcohol ethoxylate, and polyether modified polysiloxane	Syltac EA	675-55-78-791	4 X1 gal.	\$57.25	Per Gallon
	57	1% Polyvinyl polymer (polyacrylamide) 99% Constituents ineffective as spray adjuvant	EDT Concentrate	675-90-48-226	2 X 2.5 gal.	\$15.00	Per Gallon
Adjuvants / Surfactants	58	90% 1,2-Propanediol, propane-1,2,3-triol, alcohol ethoxylate, dimethylpolysiloxane	Insist 90 Plus	675-90-13-250	2 X 2.5 gal.	\$15.75	Per Gallon
	59	76% Siloxylated Polyether 24% Surfactant Mixture	Sylcoat	675-55-78-708	4 X 1 gal.	\$99.00	Per Gallon
	60	100% Ethylated seed oil Eco Advantage	Hasten EA	675-55-78-058	4 X 1 gal.	\$31.50	Per Gallon
	61	98% Polyoxethylene fatty acid ester Eco Advantage	Rainier	675-55-78-020	2 X 2.5 gal.	\$29.00	Per Gallon
	62	12.5% Dimethylpolysiloxane, polypropylene glycol, and methylated silica	ETF Defoamer	675-55-16-100	quart bottle	\$20.00	Per Quart
	62	87.5% Constituents ineffective as spray adjuvant	Alligare Anti-foamer	675-55-16-030	1 x 1 gal.	\$26.00	Per Gallon
	63	100% Polymethylsiloxane-copolymer, polyether	Sylcoat	675-55-78-708	4 X 1 gal.	\$99.00	Per Gallon

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

Wilbur-Ellis Company, LLC
1519 14th St. NW
Seattle, WA 98188-3418

**FIFTH AMENDMENT
TO
CONTRACT NO. 02917
VEGETATION MANAGEMENT**

This Fifth Amendment ("Amendment") to Contract No. 02917 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 Wilbur-Ellis Company LLC., a California Limited Liability Company ("Contractor") and is dated as of March 30, 2020.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02917 for Vegetation Management dated effective as of January 1, 2018 ("Contract").
- B. The Parties previously amended the Contract four (4) times.
 - a. Amendment 1 effective March 15, 2018 (expand product offerings).
 - b. Amendment 2 effective March 25, 2018 (expand product offerings).
 - c. Amendment 3 effective March 1, 2019 (increase price)
 - d. Amendment 4 effective May 8, 2019 (revise price sheet).
- 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. TOPIC. The Contract is amended to add products indicated below.

Category 1

Active Ingredient	Product	Commodity Code	Packaging	Unit Size	Manufacturer
Imazapyr @ 2lb./gal. 48 oz/acre- Application	Blend SA1. 128 oz/acre. Glyphosate 5.4 (48 oz/ac 720 oz)	675-90-48-069	15 gal. drum	\$27.88	Per gallon

Rate – 15 gal. drum, 128 oz blended					
Roundup Pro Conc. 26 oz/acre. – 15 gal. drum, 128 oz blended	Blend EW1. Frequency (8 oz/ac 160 oz), Portfolio 4F (10 oz/ac 200 oz), Telar XP (2 oz/ac 40 oz)	675-90-48-073	15 gal. drum	\$93.05	Per gallon
Roundup Pro Conc. 26 oz/acre. – 15 gal. drum, 128 oz blended	Blend EW2, Esplanade 200sc (5 oz/ac 100 oz), Portfolio 4F (10 oz/ac 200 oz), Laramie (4 oz/ac 80 oz)	675-90-48-074	15 gal. drum	\$92.00	Per gallon
Roundup Pro Conc. 26 oz/acre. – 15 gal. drum, 128 oz blended	Blend EW3, Esplanade 200sc (5 oz/ac 100 oz), Frequency (8 oz/ac 160 Oz), Milestone (7 oz/ac 140 Oz)	675-90-48-076	15 gal. drum	\$98.79	Per gallon
Roundup Pro Conc. 26 oz/acre. – 15 gal. drum, 128 oz blended	Blend EW4, Frequency (8 oz/ac 160 Oz), Portfolio 4F (10 oz/ac 200 oz), Laramie (4 oz/ac 80 Oz)	675-90-48-077	15 gal. drum	\$82.70	Per gallon
Esplanade 200sc 7 oz/acre. – 15 gal. drum, 128 oz blended	Blend EW5, Esplanade 200sc (7 oz/ac 140 oz), Portfolio 4F (10 oz/ac 160 oz), Laramie (4 oz/ac 80 oz)	675-90-48-078	15 gal. drum	\$110.72	Per gallon
Esplanade 200sc 7 oz/acre. – 15 gal. drum, 128 oz blended	Blend EW6, Frequency (8 oz/ac 160 Oz), Milestone (7 oz/ac 140 oz)	675-90-48-079	15 gal. drum	\$117.52	Per gallon

Roundup Pro Conc. 32 oz/acre— 15 gal. drum, 128 oz blended	Blend R1 , Esplanade 200sc (5 oz/ac 100 Oz), Method 240SL (12.7 oz/ac 254 oz), Escort XP (1.5 oz/ac 30 oz)	675-90-48-081	15 gal. drum	\$85.96	Per gallon
Roundup Pro Conc. 32 oz/acre— 15 gal. drum, 128 oz blended	Blend R2 , Esplanade 200sc (7 oz/ac 140 oz), Milestone (7 oz/ac 140 oz), Oust XP (5 oz/ac 100 oz).	675-90-48-082	15 gal. drum	\$90.90	Per gallon
Roundup Pro Conc. 32 oz/acre – 15 gal. drum, 128 oz blended	Blend R3 , Frequency (8 oz/ac 160 oz), Lockdown SC (12 oz/ac 240 oz).	675-90-48-083	15 gal. drum	\$73.50	Per gallon
Roundup Pro Conc. 32 oz/acre – 15 gal. drum, 128 oz blended	Blend R4 , Esplanade 200sc (5 oz/ac 100 oz), Lockdown SC (8 oz/ac 160 oz), Escort XP (1.5 oz/ac 30 oz).	675-90-48-084	15 gal. drum	\$75.14	Per gallon
Roundup Pro Conc. 32 oz/acre – 15 gal. drum, 128 oz blended	Blend R5 , Frequency Pro Concentrate (8 oz/ac 640 oz), Frequency (8 oz/ac 160 oz), Method 240SL (12.7 oz/ac 254 oz), Oust XP (5 oz/ac 100 oz).	675-90-48-085	15 gal. drum	\$80.65	Per gallon
Roundup Pro Conc. 32 oz/acre – 15 gal. drum, 128 oz blended	Blend R6 , Lockdown SC Concentrate (32oz/ac 640 oz), Lockdown SC (8 oz/ac 160 oz), Milestone 240 (7 oz/ac 140 oz), Telar XP (2 oz/ac 40 oz).	675-90-48-086	15 gal. drum	\$61.37	Per gallon
Roundup Pro Conc. 32 oz/acre	Blend R7 , Lockdown SC Concentrate (32oz/ac 640 oz), Lockdown SC (12 oz/ac	675-90-48-087	15 gal. drum	\$50.49	Per gallon

- 15 gal. drum, 128 oz blended	240 oz), Milestone (7 oz/ac 140 oz).				
Roundup Pro Conc. 32 oz/acre - 15 gal. drum, 128 oz blended	Blend R8 , Esplanada 200 SC (5oz/ac 100 oz), Milestone (7 oz/ac 140 oz).	675-90-48-088	15 gal. drum	\$65.13	Per gallon
Roundup Pro Conc. 32 oz/acre - 15 gal. drum, 128 oz blended	Blend R9 , Esplanada 200 SC (5oz/ac 100 oz), Method 240SL (12.7 oz/ac 254 oz).	675-90-48-089	15 gal. drum	\$82.90	Per gallon

Category 2

Manufacturer	Brand Name	Pkg. Size	Unit Cost	Unit Size
Roundup Pro Concentrate	675-90-48-685	15 gal. drum	\$21.32	Per gallon
Glyphosate 5.4	675-90-48-092	15 gal. drum	\$20.85	Per gallon
Milestone	675-90-48-424	15 gal. drum	265.00	Per gallon
Vastlan	675-90-48-922	15 gal. drum	\$92.83	Per gallon
Element 4	675-90-48-097	15 gal. drum	\$55.32	Per gallon
Esplanade 200SC	675-90-48-098	15 gal. drum	\$1,198.08	Per gallon
Frequency	675-90-48-090	15 gal. drum	\$600.00	Per gallon
Lockdown SC	675-90-48-095	15 gal. drum	\$386.78	Per gallon
Krenite	675-55-78-096	15 gal. drum	\$122.41	Per gallon

MSO	675-55-78-422	15 gal. drum	\$16.32	Per gallon
Syl-tac EA	675-55-78-775	15 gal. drum	\$44.67	Per gallon
Competitor	675-55-78-046	15 gal. drum	\$30.32	Per gallon

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

**WILBUR-ELLIS COMPANY,
A LIMITED LIABILITY COMPANY**

By: _____

Name: _____

Title: _____

Date: _____

Tim Magrley

Tim Magrley

Operations Manager

3-31-2020

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: _____

Name: Breann Aggers

Title: Contracts Specialist

Date: _____

Breann Aggers

3/31/20

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

Wilbur-Ellis Company, LLC
1519 14th St. NW
Seattle, WA 98188-3418

**SIXTH AMENDMENT
TO
CONTRACT No. 02917
VEGETATION MANAGEMENT**

This Sixth Amendment (“Amendment”) to Contract No. 02917 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 Wilbur-Ellis Company, LLC, a California Limited Liability Company (“Contractor”) and is dated as of November 16, 2020.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 02917 for Vegetation Management dated effective as of January 1, 2018 (“Contract”).
- B. The Parties previously amended the Contract five (5) times.
 - a. Amendment 1 effective March 15, 2018 (expand product offerings).
 - b. Amendment 2 effective March 25, 2018 (expand product offerings).
 - c. Amendment 3 effective March 1, 2019 (increase price)
 - d. Amendment 4 effective May 8, 2019 (revise price sheet).
 - e. Amendment 5 effective March 30, 2020 (expand product offerings).
- 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. **PRICE ADJUSTMENT.** Section 3.3 Price Adjustment of the Contract is hereby amended by deleting the section in its entirety and replacing it with the following:

Beginning twelve (12) months after the effective date of this Master Contract and for every annual anniversary 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 the most recent year. Economic adjustment will lag one (1) calendar month 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 the data published as of December each year. If an index is recoded, the replacement is a direct substitute according to the BLS, this Contract will instead use the recode. If an index becomes unavailable, Department of Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index will be used. The economic adjustment shall be calculated as follows:

New Price = Old Price x (Yearly Averaged Indices/Base Average Indices).

Indexes to be used:

PPI	Title
PCU3253203253207	Pesticide and other agricultural chemical manufacturing-Household and institutional pesticides and chemicals, not seasonally adjusted

2. PRICE INCREASE. The contract is amended to adjust prices to reflect current price trends.

Category 1

Product	Commodity Code	Packaging	Unit Size	Unit Price	New Price
Aquaneat	675-90-48-127	2 X 2.5 gal.	Per Gallon	\$15.53	\$15.84
Arsenal Powerline	675-90-48-135	2 X 2.5 gal.	Per Gallon	\$68.00	\$69.36
Ecoamazapyr 2SI	675-90-48-080	2 X 2.5 gal.	Per Gallon	\$45.00	\$45.90
Diuron (WSDOT Eastside Only)	675-90-48-213	2 X 2.5 gal.	Per Gallon	\$15.25	\$15.56
Esplanade 200SC	675-90-48-231	2 X 2.5 gal. 4 x 1qt.	Per Gallon	\$1,178.11 \$327.53	\$1201.67 \$344.08
Frequency	675-90-48-234	2 X 1 gal.	Per Gallon	\$722.00	\$736.44
Polaris	675-90-48-570	2 X 2.5 gal.	Per Gallon	\$50.50	\$51.51
Krovar 1DF (WSDOT Eastside Only)	675-85-42-070	8 X 6 lb. 25 lb.	Per Pound	\$8.22	\$8.38
Landmark XP	675-85-42-438	8 X 64 oz.	Per Ounce	\$4.61	\$4.70
Method 240 SL	675-90-48-418	2 X 2.5 gal. 4 x 1qt.	Per Gallon	\$320.95 \$92.16	\$327.37 \$94.00
Oust	675-85-42-786	48 oz.	Per Ounce	\$1.47	\$1.50
Payload	675-85-42-497	2 X 12 lb.	Per Gallon	\$58.77	\$59.95
Portfolio	675-90-48-570	2 X 2.5 gal.	Per Gallon	\$440.32	\$449.13
Glystar Plus	675-90-48-075	2 X 2.5 gal.	Per Gallon	\$10.20	\$10.40
Roundup Pro Concentrate	675-90-48-678	2 X 2.5 gal.	Per Gallon	\$16.00	\$16.32

Roundup Pro Max	675-90-48-680	2 X 2.5 gal.	Per Gallon	\$24.96	\$25.46
Imazuron	675-85-42-378	4 X 10 lb.	Per Gallon	\$8.22	\$8.38
Maestro 2EC	675-90-48-411	2 X 2.5 gal.	Per Gallon	\$31.00	\$31.62
Crossbow	675-90-48-055	2 X 2.5 gal.	Per Gallon	\$40.00	\$40.80
Curtail	675-90-48-191	2 X 2.5 gal.	Per Gallon	\$35.20	\$35.90
E2	675-90-48-232	2 X 2.5 gal.	Per Gallon	\$42.00	\$42.84
Escort XP	675-90-48-417	8 X 16 oz.	Per Ounce	\$2.13	\$2.17
Garlon 3A	675-90-48-790	2 X 2.5 gal.	Per Gallon	\$42.93	\$43.79
Garlon 4 Ultra	675-90-48-228	2 X 2.5 gal.	Per Gallon	\$43.75	\$44.63
Krenite S	675-90-48-360	2 X 2.5 gal.	Per Gallon	\$56.00	\$57.12
Milestone	675-90-48-423	2 X 2.5 gal.	Per Gallon	\$277.00	\$282.54
Capstone	675-90-48-421	2 X 2.5 gal.	Per Gallon	\$42.00	\$42.84
Opensight	675-85-42-485	2 X 10 lbs. 6 X 1.25 lbs.	Per Pound	\$87.50	\$89.25
2,4-D Amine	675-90-48-115	2 X 2.5 gal.	Per Gallon	9.34	\$9.53
Telar XP	675-85-42-169	8 X 16 oz.	Per Ounce	\$10.68	\$10.89
Tordon 22K	675-90-48-524	2 X 2.5 gal.	Per Gallon	\$42.50	\$43.35
Transline	675-90-48-192	2 X 2.5 gal.	Per Gallon	\$114.88	\$117.18
Dicamba HD	675-90-48-201	2 X 2.5 gal.	Per Gallon	\$38.00	\$38.76
Weedmaster	675-90-48-202	2 X 2.5 gal.	Per Gallon	\$20.05	\$20.45
Viewpoint	675-85-42-895	8 X 5 lbs. 1 X 20 lbs.	Per Pound	\$69.60	\$70.99
Vista XRT	675-90-48-928	2 X 2.5 gal.	Per Gallon	\$125.53	\$128.04
Vastlan	675-90-48-795	1 gal. , 5 gal.	Per Gallon	\$75.85	\$77.37
Weedon LV4	675-90-48-057	2 X 2.5 gal.	Per Gallon	\$23.00	\$23.46
Casoron 4G	675-85-42-181	1 X 50 lbs.	Per Pound	\$2.40	\$2.45
Gallery SC	675-90-48-240	4 X 1 lbs	Per Gallon	\$157.44 /	\$160.59
Gallery 75 DF	675-85-42-381	qt /gal			
			Per Pound	\$117.50	\$119.85
Up-End Aquacap	675-90-48-780	2 X 2.5 gal.	Per Gallon	\$28.07	\$28.63
Ronstar G	675-85-42-694	1 X 50 lbs.	Per Pound	\$1.10	\$1.12
Surflan AS	675-90-48-462	2 X 2.5 gal.	Per Gallon	\$51.04	\$52.06
Bronc Max	675-90-48-170	1 X 5 gal.	Per Gallon	\$19.00	\$19.38
Ammonium Sulfate Fines	675-55-78-015	1 X 50 lbs.	Per Gallon	\$0.19	\$0.19

Agridex	675-55-78-010	2 X 2.5 gal.	Per Gallon	\$16.00	\$16.32
Climb	675-55-16-092	1 X 1 gal.	Per Gallon	\$56.00	\$57.12
Sylcoat	675-55-78-708	4 X 1 gal.	Per Gallon	\$99.00	\$100.98
Inplace	675-55-78-066			\$33.00	\$33.66
Crosshair	675-90-48-197	2 x 2.5 gal.	Per Gallon	\$49.60	\$50.59
LI 700	675-55-16-758	2 X 2.5 gal.	Per Gallon	\$27.50	\$28.05
Superspread MSO	675-55-78-750	2 X 2.5 gal.	Per Gallon	\$14.50	\$14.79
Insist 90 Plus	675-90-13-250	2 x 2.5 gal.	Per Gallon	\$15.75	\$16.07
Syltac EA	675-55-78-791	4 X1 gal.	Per Gallon	\$57.25	\$58.40
EDT Concentrate	675-90-48-226	2 X 2.5 gal.	Per Gallon	\$15.00	\$15.30
Insist 90 Plus	675-90-13-250	2 X 2.5 gal.	Per Gallon	\$15.75	\$16.07
Sylcoat	675-55-78-708	4 X 1 gal.	Per Gallon	\$99.00	\$100.98
Hasten EA	675-55-78-058	4 X 1 gal.	Per Gallon	\$31.50	\$32.13
Rainier	675-55-78-020	2 X 2.5 gal	Per Gallon	\$29.00	\$29.58
FTF Defoamer	675-55-16-100	quart bottle	Per Quart	\$20.00	\$20.40
Alligare Anti-Foamer	675-55-16-030	4 x 1 gal.	Per Gallon	\$26.00	\$26.52
Sylcoat	675-55-78-708	4 X 1 gal.	Per Gallon	\$99.00	\$100.98
Super Marking Dye	675-55-16-780	2 X 2.5 gal.	Per Gallon	\$28.89	\$29.47
BTI Briquets	675-85-42-075	5 sheets of 20	Per Case	\$73.10	\$74.56
Odor Mask	675-55-16-764	12 X 1 qt.	Per Quart	\$19.91	\$20.31
Laramie	675-55-16-350	16oz	Per Ounce	\$6.43	\$6.56
Nutra-Sol Tank Cleaner	675-55-78-150	24 X 1 lb.	Per Pound	\$4.40	\$4.49
Blend #5 Bareground	675-90-48-165	15 gal. drum	Per Gallon	\$172.02	\$175.46
Blend #6 Bareground	675-90-48-167	15 gal. drum	Per Gallon	\$64.01	\$65.29
Blend #7 Bareground	675-90-48-171	15 gal. drum	Per Gallon	\$99.08	\$101.06
Blend #8 Bareground	675-90-48-158	15 gal. drum	Per Gallon	\$57.00	\$58.14
Blend #9 Bareground	675-90-48-172	12 gal. drum	Per Gallon	\$98.04	\$100.00
Blend #10 Bareground	675-90-48-175	12 gal. drum	Per Gallon	\$81.63	\$83.26
Blend #11 Bareground	675-90-48-176	12 gal. drum	Per Gallon	\$112.17	\$114.41
Capstone	675-90-48-421	15 gal. drum	Per Gallon	\$42.00	\$42.84
Gly Star	675-90-48-075	15 gal. drum	Per Gallon	\$14.55	\$14.84
Garlon 3A	675-90-48-790	15 gal. drum	Per Gallon	\$48.28	\$49.25
Vastlan	675-90-48-795	15 gal. drum	Per Gallon	\$80.82	\$82.44

Polaris AC	675-90-48-572	15 gal. drum	Per Gallon	\$91.58	\$93.41
Blend SA1. 128 oz/acre. Glyphosate 5.4 (48 oz/ac 720 oz)	675-90-48-069	15 gal. drum	Per Gallon	\$27.88	\$28.44
Blend EW1. Frequency (8 oz/ac 160 oz), Portfolio 4F (10 oz/ac 200 oz), Telar XP (2 oz/ac 40 oz)	675-90-48-073	15 gal. drum	Per Gallon	\$93.05	\$94.91
Blend EW2, Esplanade 200sc (5 oz/ac 100 oz), Portfolio 4F (10 oz/ac 200 oz), Laramie (4 oz/ac 80 oz)	675-90-48-074	15 gal. drum	Per Gallon	\$92.00	\$93.84
Blend EW3, Esplanade 200sc (5 oz/ac 100 oz), Frequency (8 oz/ac 160 Oz), Milestone (7 oz/ac 140 Oz)	675-90-48-076	15 gal. drum	Per Gallon	\$98.79	\$100.77
Blend EW4, Frequency (8 oz/ac 160 Oz), Portfolio 4F (10 oz/ac 200 oz), Laramie (4 oz/ac 80 Oz)	675-90-48-077	15 gal. drum	Per Gallon	\$82.70	\$84.35
Blend EW5, Esplanade 200sc (7 oz/ac 140 oz), Portfolio 4F (10 oz/ac 160 oz), Laramie (4 oz/ac 80 oz)	675-90-48-078	15 gal. drum	Per Gallon	\$110.72	\$112.93
Blend EW6, Frequency (8 oz/ac 160 Oz), Milestone (7 oz/ac 140 oz)	675-90-48-079	15 gal. drum	Per Gallon	\$117.52	\$119.87
Blend R1, Esplanade 200sc (5 oz/ac 100 Oz), Method 240SL (12.7 oz/ac 254 oz), Escort XP (1.5 oz/ac 30 oz)	675-90-48-081	15 gal. drum	Per Gallon	\$85.96	\$87.68
Blend R2, Esplanade 200sc (7 oz/ac 140 oz), Milestone (7 oz/ac 140 oz), Oust XP (5 oz/ac 100 oz).	675-90-48-082	15 gal. drum	Per Gallon	\$90.90	\$92.72
Blend R3, Frequency (8 oz/ac 160 oz), Lockdown SC (12 oz/ac 240 oz).	675-90-48-083	15 gal. drum	Per Gallon	\$73.50	\$74.97

Blend R4 , Esplanade 200sc (5 oz/ac 100 oz), Lockdown SC (8 oz/ac 160 oz), Escort XP (1.5 oz/ac 30 oz).	675-90-48-084	15 gal. drum	Per Gallon	\$75.14	\$76.64
Blend R5 , Frequency Pro Concentrate (8 oz/ac 640 oz), Frequency (8 oz/ac 160 oz), Method 240SL (12.7 oz/ac 254 oz), Oust XP (5 oz/ac 100 oz).	675-90-48-085	15 gal. drum	Per Gallon	\$80.65	\$82.26
Blend R6 , Lockdown SC Concentrate (32oz/ac 640 oz), Lockdown SC (8 oz/ac 160 oz), Milestone 240 (7 oz/ac 140 oz), Telar XP (2 oz/ac 40 oz).	675-90-48-086	15 gal. drum	Per Gallon	\$61.37	\$62.60
Blend R7 , Lockdown SC Concentrate (32oz/ac 640 oz), Lockdown SC (12 oz/ac 240 oz), Milestone (7 oz/ac 140 oz).	675-90-48-087	15 gal. drum	Per Gallon	\$50.49	\$51.50
Blend R8 , Esplanada 200 SC (5oz/ac 100 oz), Milestone (7 oz/ac 140 oz).	675-90-48-088	15 gal. drum	Per Gallon	\$65.13	\$66.43
Blend R9 , Esplanada 200 SC (5oz/ac 100 oz), Method 240SL (12.7 oz/ac 254 oz).	675-90-48-089	15 gal. drum	Per Gallon	\$82.90	\$84.56

Category 2


Manufacturer	Brand Name	Pkg. Size	Unit Size	Unit Cost	New Price
Wilbur-Ellis	Syltac EA	2.5 gallon	per gallon	\$57.25	\$58.40
Loveland	Liberate	2.5 gallon	per gallon	\$17.50	\$17.85
Alligare	Panoramic 2SL	1 gallon	per gallon	\$97.80	\$99.76
Alligare	Prodiamine 65 WDG	10 pounds	per pound	\$8.00	\$8.16
Alligare	Tricolpyr 3SL	2.5 gallon	per gallon	\$38.83	\$39.61
Gowan	Scythe	2.5 gallon	per gallon	\$48.89	\$49.87
DOW	Snapshot	50 pound	per gallon	\$1.70	\$1.73
DOW	Dimension Ultra	8 x 5 ounce	per pound	\$46.50	\$47.43
Nufarm	Porsedge	12 x 13.5 gr pk	per ounce	\$38.00	\$38.76
Anderson's	18-4-4+Dimension	50 pound	per pound	\$24.00	\$24.48
DOW	Goal	2.5 gallon	per gallon	\$44.51	\$45.40

DOW	Goaltender	1 gallon	per gallon	\$89.02	\$90.80
Pre-Blended Product	Vastlan 96 oz., Milestone 10 oz., Water 22 oz.	15 Gallon Drum	per drum	\$1,251.90	\$1,276.94
			per gallon	\$83.45	\$85.12
Roundup Pro Concentrate		15 gal. drum	per gallon	\$21.32	\$21.75
Glyphosate 5.4		15 gal. drum	per gallon	\$20.85	\$21.27
Milestone		15 gal. drum	per gallon	\$265.00	\$270.30
Vastlan		15 gal. drum	per gallon	\$92.83	\$94.69
Element 4		15 gal. drum	per gallon	\$55.32	\$56.43
Esplanade 200SC		15 gal. drum	per gallon	\$1,198.08	\$1,222.04
Frequency		15 gal. drum	per gallon	\$600.00	\$612.00
Lockdown SC		15 gal. drum	per gallon	\$386.78	\$394.52
Krenite		15 gal. drum	per gallon	\$122.41	\$124.86
MSO		15 gal. drum	per gallon	\$16.32	\$16.65
Syl-tac EA		15 gal. drum	per gallon	\$44.67	\$45.56
Competitor		15 gal. drum	per gallon	\$30.32	\$30.93


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.

**WILBUR-ELLIS COMPANY,
A CALIFORNIA LIMITED LIABILITY COMPANY**

By: 
Name: Kenny Macy
Title: Director of Sales Pro Markets
Date: 11/4/2020

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Breann Aggers
Title: Contracts Specialist 3
Date: 11/4/20

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

Wilbur-Ellis Company, LLC
1519 14th St. NW
Seattle, WA 98188-3418

**SEVENTH AMENDMENT
TO
CONTRACT No. 02917
VEGETATION MANAGEMENT**

This Seventh Amendment (“Amendment”) to Contract No. 02917 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 Wilbur-Ellis Company, LLC, a California Limited Liability Company (“Contractor”) and is dated as of December 21, 2020.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 02917 for Vegetation Management dated effective as of January 1, 2018 (“Contract”).
- B. The Parties previously amended the Contract seven (7) times.
 - a. Amendment 1 effective March 15, 2018 (expand product offerings).
 - b. Amendment 2 effective March 25, 2018 (expand product offerings).
 - c. Amendment 3 effective March 1, 2019 (increase price).
 - d. Amendment 4 effective May 8, 2019 (revise price sheet).
 - e. Amendment 5 effective March 30, 2020 (expand product offerings).
 - f. Amendment 6 effective November 16, 2020 (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. PRICE ADJUSTMENT. The contract is amended to adjust prices to reflect current price trends. Items shown below in red line have been deleted in their entirety.

Category 1

Product	Commodity Code	Packaging	Unit Size	Unit Price	New Price
Foresters		2 X 2.5 gal.	Per Gallon		\$15.84
Frequency	675-90-48-234	2 X 1 gal.	Per Gallon	\$722.00	\$600.00
Element 3A	675-90-48-790	2 X 2.5 gal.	Per Gallon	\$42.93	\$38.50

Element 4	675-90-48-228	2 X 2.5 gal.	Per Gallon	\$43.75	\$42.00
Milestone	675-90-48-423	2 X 2.5 gal.	Per Gallon	\$277.00	\$265.00
Opensight	675-85-42-485	2 X 10 lbs.	Per Pound	\$87.50	\$86.00
Opensight	675-85-42-485	6 X 1.25 lbs.	Per Pound	\$87.50	\$86.00
Vastlan	675-90-48-795	1 gal.	Per Gallon	\$75.85	\$77.37
Alligare Anti-Foamer	675-55-16-030	12 X 1 qt.	Per Quart		\$6.63
Element 3A	675-90-48-790	15 gal. drum	Per Gallon	\$48.28	\$49.25
Aquaneat	675-90-48-127	2 X 2.5 gal.	Per Gallon	\$15.53	\$15.84
Landmark XP	675-85-42-438	8 X 64 oz.	Per Ounce	\$4.61	\$4.70
Method 240 SL	675-90-48-418	4 X 1 qt.	Per Gallon	\$92.16	\$94.00
Viewpoint	675-85-42-895	8 X 5 lbs.	Per Pound	\$69.60	\$70.99
Viewpoint	675-85-42-895	1 X 20 lbs.	Per Pound	\$69.60	\$70.99
EDT Concentrate	675-90-48-226	2 X 2.5 gal.	Per Gallon	\$15.00	\$15.30
FTF Defoamer	675-55-16-100	quart bottle	Per Quart	\$20.00	\$20.40
Alligare Anti-Foamer	675-55-16-030	4 x 1 gal.	Per Gallon	\$26.00	
Blend #5 Bareground	675-90-48-165	15 gal. drum	Per Gallon	\$172.02	\$175.46
Blend #6 Bareground	675-90-48-167	15 gal. drum	Per Gallon	\$64.01	\$65.29
Blend #7 Bareground	675-90-48-171	15 gal. drum	Per Gallon	\$99.08	\$101.06
Blend #8 Bareground	675-90-48-158	15 gal. drum	Per Gallon	\$57.00	\$58.14
Blend #9 Bareground	675-90-48-172	12 gal. drum	Per Gallon	\$98.04	\$100.00
Blend #10 Bareground	675-90-48-175	12 gal. drum	Per Gallon	\$81.63	\$83.26
Blend #11 Bareground	675-90-48-176	12 gal. drum	Per Gallon	\$112.17	\$114.41

Category 2

Product	Commodity Code	Packaging	Unit Size	Unit Price	New Price
18-0-4+Dimension		50 pound	Per Pound	\$24.00	\$24.48

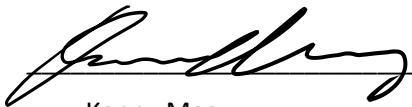
2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior 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.

**WILBUR-ELLIS COMPANY,
A CALIFORNIA LIMITED LIABILITY COMPANY**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Kenny Macy
Title: Director of Sales
Date: 12/12/2020

By: 
Name: Breann Aggers
Title: Contracts Specialist
Date: 12/15/20

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

Wilbur-Ellis Company, LLC
1519 14th St. NW
Seattle, WA 98188-3418

**EIGHTH AMENDMENT
TO
CONTRACT No. 02917
VEGETATION MANAGEMENT**

This Eighth Amendment (“Amendment”) to Contract No. 02917 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 Wilbur-Ellis Company, LLC, a California Limited Liability Company (“Contractor”) and is dated as of February 9, 2021.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 02917 for Vegetation Management dated effective as of January 1, 2018 (“Contract”).
- B. The Parties previously amended the Contract eight (8) times.
 - a. Amendment 1 effective March 15, 2018 (expand product offerings).
 - b. Amendment 2 effective March 25, 2018 (expand product offerings).
 - c. Amendment 3 effective March 1, 2019 (increase price).
 - d. Amendment 4 effective May 8, 2019 (revise price sheet).
 - e. Amendment 5 effective March 30, 2020 (expand product offerings).
 - f. Amendment 6 effective November 16, 2020 (price adjustment).
 - g. Amendment 7 effective December 21, 2020 (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. PRODUCT OPTION. Items shown below in red line have been deleted in their entirety.

Category 2

Product	Packaging	Unit Size	Unit Price
Goal 2XL Herbicide	2.5-gallon	Per-Gallon	\$45.40

Goaltender	1-gallon	Per-Gallon	\$90.80
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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.

**WILBUR-ELLIS COMPANY,
A CALIFORNIA LIMITED LIABILITY COMPANY**

By:

Name: Kenny Macy

Title: Director of Sales

Date: 2/8/2021

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By:

Name: Breann Aggers

Title: Contracts Specialist

Date: 2/8/21

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

Wilbur-Ellis Company, LLC
1519 14th St. NW
Seattle, WA 98188-3418

**NINTH AMENDMENT
TO
CONTRACT No. 02917
VEGETATION MANAGEMENT**

This Ninth Amendment (“Amendment”) to Contract No. 02917 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”) Wilbur-Ellis Company, LLC, a California Limited Liability Company (“Contractor”) and is dated and effective as of January 1, 2022.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 02917 for Vegetation Management dated effective as of January 1, 2018 (“Contract”).
- B. The Parties previously amended the Contract as follows:
- Amendment 1 effective March 15, 2018 (expand product offerings)
 - Amendment 2 effective March 25, 2018 (expand product offerings)
 - Amendment 3 effective March 1, 2019 (increase price)
 - Amendment 4 effective May 8, 2019 (revise price sheet)
 - Amendment 5 effective March 30, 2020 (expand product offerings)
 - Amendment 6 effective November 16, 2020 (price adjustment)
 - Amendment 7 effective December 21, 2020 (price adjustment)
 - Amendment 8 effective February 9, 2021 (reduce product offerings)
- 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 Contract term is amended to extend the term sixty (60) months, ending December 31, 2026.

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.

**WILBUR-ELLIS COMPANY,
A CALIFORNIA LIMITED LIABILITY COMPANY**

By:  _____

Name: Kenny Macy

Title: Director of Sales

Date: 12/27/2021

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By:  _____

Name: Leslie Edwards

Title: Contracts Specialist

Date: 12/28/2021

**TENTH AMENDMENT
TO
MASTER CONTRACT NO. 02917
VEGETATION MANAGEMENT**

This Tenth Amendment (“Amendment”) to Master Contract No. 02917 – Vegetation Management 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 (“Enterprise Services”) and Wilbur-Ellis Company, LLC, a California Limited Liability Company (“Contractor”) and is dated and effective as of May 9, 2022.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods/services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these master contracts available, pursuant to agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. To provide a cost-effective and efficient procurement solution for state agencies and other eligible purchasers, Enterprise Services typically develops multi-year Master Contracts. Such Master Contracts establish pricing and, where appropriate, price adjustments over the term of the Master Contract.
- C. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Master Contract No. 02917 dated effective as of January 1, 2018 (“Master Contract”).
- D. The Parties previously amended the Master Contract nine (9) times:
 - a. Amendment 1 effective March 15, 2018 (expand product offerings).
 - b. Amendment 2 effective March 25, 2018 (expand product offerings).
 - c. Amendment 3 effective March 1, 2019 (increase price).
 - d. Amendment 4 effective May 8, 2019 (revise price sheet).
 - e. Amendment 5 effective March 30, 2020 (expand product offerings).
 - f. Amendment 6 effective November 16, 2020 (price adjustment).
 - g. Amendment 7 effective December 21, 2020 (price adjustment)
 - h. Amendment 8 effective February 9, 2021 (reduce product offerings)
 - i. Amendment 9 effective January 1, 2022 (extend term)
- E. Enterprise Services and Contractor are witnessing unanticipated costs increases pertaining to certain raw materials, components, and logistical supply constraints that are unexpectedly tensioning pricing pertaining to this Master Contract. Accordingly, the Parties now desire to amend the Master Contract to address certain unanticipated cost increases and provide

temporary an equitable, temporary price adjustment consistent with the purpose of this Master Contract.

F. The amendment set forth herein is within the scope of the Master Contract.

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 Master Contract, as previously amended, as follows:

1. PERMANENT PRICE ADJUSTMENT. The contract is amended to adjust prices to reflect current price trends. *Exhibit A – Included Goods and Prices* of the Contract is hereby amended by deleting the existing Exhibit A in its entirety and inserting the attached *Exhibit A – Included Goods and Prices* dated 5/9/2022.
2. ECONOMIC PRICE ADJUSTMENT. Section 3.3 Price Adjustment of the Contract is hereby amended by deleting the section in its entirety and replacing it with the following:

Beginning May 1, 2023, and for every annual anniversary thereafter, the prices set forth in *Exhibit A - Included Goods and Prices* 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 the most recent year. Economic adjustment will lag one (1) calendar month 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 the data published as of April each year. If an index is recoded, the replacement is a direct substitute according to the BLS, this Contract will instead use the recode. If an index becomes unavailable, Department of Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index will be used. The economic adjustment shall be calculated as follows:

New Price = Old Price x (Yearly Averaged Indices/Base Average Indices).

Indexes to be used:

PPI	Title
WPU065	PPI Commodity data for Chemicals and allied products-Agricultural chemicals and chemical products, not seasonally adjusted

3. TEMPORARY PRICE ADJUSTMENT. The Master Contract is amended to add the following provision:

TEMPORARY PRICE ADJUSTMENT. Notwithstanding any provision to the contrary, beginning May 9, 2022, upon written request by Contractor, Enterprise Services will review, evaluate, and, as appropriate in its sole determination, approve temporary price adjustments pertaining to Master Contract goods/services impacted by unexpected costs that are beyond the Master Contract’s applicable price adjustment procedures, if any; *Provided, however, that:*

- (a) Contractor must request such temporary price adjustment in writing and set forth the unexpected costs that are adversely impacting Contractor’s specific Master Contract goods/services;
- (b) The unexpected costs must be unanticipated, beyond the reasonable control of Contractor, and impacting Contractor’s industry/market segment (if the

unexpected costs only are impacting Contractor and not its competitors, there will be no temporary price adjustment);

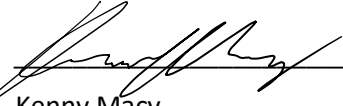
- (c) The unexpected costs must not be part of any other price adjustment (e.g., a PPI inflation adjustment) allowed or provided by the Master Contract and, if granted by Enterprise Services, the impact of any temporary price adjustment will be considered by Enterprise Services and factored into any other price adjustments as allowed or provided by the Master Contract;
 - (d) Contractor must propose to Enterprise Services a reasonable, temporary price adjustment that, based on a material input percentage basis (or similar appropriate metric) for the goods/services equitably aligns Master Contract prices for impacted goods/services with the Master Contract's allocation of risk/return (e.g., Contractor's margin);
 - (e) Contractor must document to Enterprise Services that Contractor already has implemented equivalent or greater price adjustments for Contractor's goods/services to other non-affiliated customers outside of the Master Contract based on the unexpected costs identified to Enterprise Services;
 - (f) Contractor, acting in good faith, also must evaluate and, as appropriate, propose temporary price adjustments if costs for Contractor's Master Contract goods/services have unexpectedly decreased;
 - (g) Enterprise Services, acting in good faith, will have sole discretion to approve the scope, amount, and duration of any temporary price adjustment;
 - (h) Any such temporary price adjustment will be temporary and will include a stated period that will not exceed 180 days (Contractor, if circumstances warrant, may seek a subsequent temporary price adjustment); and
 - (i) Unless and until a temporary price adjustment is approved in writing by Enterprise Services, Contractor will not adjust Master Contract prices.
4. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Master Contract is unaffected and remains in full force and effect.
5. 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 Master Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
6. 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.
7. ELECTRONIC SIGNATURES. An electronic signature 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.

8. 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.

**WILBUR-ELLIS COMPANY,
A CALIFORNIA LIMITED LIABILITY COMPANY**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Kenny Macy _____
Title: Director of Sales-Pro Markets _____
Date: 5/22 _____, 2022

By: Alexander Kenesson
Name: Alexander Kenesson _____
Title: Procurement Supervisor _____
Date: May 11, 2022

Exhibit A – Included Goods and Prices

Contract 02917 - Vegetation Management Effective May 9, 2022 CATEGORY 1 - WSDOT Allowed Items						
	Item	Active Ingredients	Product	Packaging	Price	UOM
ZONE 1: BAREGROUND	1a	53.8% Glyphosate labeled for aquatic applications	Aquaneat [Nufarm]	2.5 gal.	\$44.47	per Gallon
	1b	53.8% Glyphosate labeled for aquatic applications	Aquaneat [Nufarm]	30 gals.	\$40.61	per Gallon
	1c	53.8% Glyphosate labeled for aquatic applications	Roundup Custom	2.5 gal.	\$44.47	per Gallon
	1d	53.8% Glyphosate labeled for aquatic applications	Roundup Custom	30 gals.	\$43.45	per Gallon
	3	27.8% Imazapyr labeled for aquatic applications	Ecomazapyr 2SI	2 X 2.5 gal.	\$69.14	per Gallon
	4	40% Diuron	Diuron 4L (WSDOT Eastside Only)	2 X 2.5 gal.	\$24.41	per Gallon
	5a	19.05% Indaziflam	Esplanade 200SC	2 X 2.5 gal.	\$1,276.07	per Gallon
	5b	19.05% Indaziflam	Esplanade 200SC	4 x 1 qt.	\$351.24	per Quart
	6	29.7% Topramezone	Frequency	2 X 1 gal.	\$623.00	per Gallon
	7	27.8% Imazapyr labeled for aquatic applications	Polaris	2 X 2.5 gal.	\$76.65	per Gallon
	8	40% Bromacil 40% Diuron	Krovar 1DF (WSDOT Eastside Only)	8 X 6 lbs. or 25 lbs.	\$8.78	per Pound
	10	25% Aminocycloprachlor	Method 240 SL	2 X 2.5 gal.	\$324.82	per Gallon
	11	75% Sulfometuron	Oust XP	48 oz.	\$1.56	per Ounce
	12	51% Flumioxazin	Payload	2 X 12 lbs.	\$59.95	per Pound
	13	39.6% Sulfentrazone	Portfolio	2 X 2.5 gal.	\$375.00	per Gallon
	14	41% Glyphosate Loaded	Glystar Plus	2 X 2.5 gal.	\$30.60	per Gallon
	15a	50.2% Glyphosate Loaded	Roundup Pro Concentrate	2 X 2.5 gal.	\$38.30	per Gallon
15b	50.2% Glyphosate Loaded	Roundup Pro Concentrate	265 gal. shuttle	\$34.47	per Gallon	
16	48.7% Glyphosate Loaded	Roundup Pro Max	2 X 2.5 gal.	\$39.00	per Gallon	
17	7.78% Imazapyr 62.22% Diuron	Imazuron	4 X 10 lbs.	\$9.00	per Pound	

Zone 2 & 3: Selective	19	34.4% 2,4-D Ester 16.5% Triclopyr Ester	Crossbow	2 X 2.5 gal.	\$40.80	per Gallon
	20	5.1% Clopyralid 30% 2,4-D Amine	Curtail	2 X 2.5 gal.	\$48.63	per Gallon
	21a	39.53% 2,4-D Amine 5.9% Fluroxypyr Ester 4.1% Dicamba	E2	2 X 2.5 gal.	\$65.05	per Gallon
	21b	39.53% 2,4-D Amine 5.9% Fluroxypyr Ester 4.1% Dicamba	E2	250 gal. shuttle	\$64.45	per Gallon
	22	2% Pyraflufen Ethyl	Venue	8 x 1 qt.	\$118.50	per Quart
	23	60% Metsulfuron Methyl	Escort XP	8 X 16 oz.	\$2.22	per Ounce
	24	44.4% Triclopyr Amine labeled for roadsides and aquatic sites	Element 3A	2 X 2.5 gal.	\$46.87	per Gallon
	25	61.6% Triclopyr Ester	Element 4	2 X 2.5 gal.	\$53.21	per Gallon
	27a	40.6% Aminopyralid	Milestone	2 X 2.5 gal.	\$270.00	per Gallon
	27b	40.6% Aminopyralid	Milestone	12 X 1 qt.	\$67.50	per Quart
	28	2.22% Aminopyralid 16.22% Triclopyr	Capstone	2 X 2.5 gal.	\$53.20	per Gallon
	30	62.13% Aminopyralid 9.45% Metsulfuron	Opensight	2 X 10 lbs. or 6 X 1.25 lbs.	\$89.40	per Pound
	31	47.3% 2,4-D Amine	2,4-D Amine	2 X 2.5 gal.	\$22.10	per Gallon
	33	75% Chlorsulfuron	Telar XP	8 X 8 oz.	\$11.93	per Ounce
	34	24.4% Picloram	Tordon 22K	2 X 2.5 gal.	\$48.22	per Gallon
	35	40.9% Clopyralid	Transline	2 X 2.5 gal.	\$133.30	per Gallon
	36	56.8% Dicamba	Dicamba HD	2 X 2.5 gal.	\$41.94	per Gallon
	37	24.58% 2,4-D Amine 12.82% Dicamba	Weedmaster	2 X 2.5 gal.	\$30.53	per Gallon
	39	45.52% Fluroxypyr	Vista XRT	2 X 2.5 gal.	\$141.18	per Gallon
	40	54.72% Triclopyr Choline	Vastlan	2.5 gal.	\$92.00	per Gallon
41	67.2% 2,4-D Ester	Weedon LV4	2 X 2.5 gal.	\$34.00	per Gallon	
Ornamental	42	4% Dichlobenil	Casoron 4G	50 lbs.	\$3.19	per Pound
	43a	75% Isoxaben	Gallery 75 DF	12 x 1 lb.	\$132.52	per Pound
	43b	75% Isoxaben	Gallery 75 SC	12 x 1qt.	\$176.00	per Quart
	43c	75% Isoxaben	Gallery 75 SC	2 x 2 gal.	\$704.00	per Gallon
	44	38.7% Pendimethalin	Up-End Aquacap	2 X 2.5 gal.	\$42.96	per Gallon

	45	2% Oxadiazon	Ronstar G	50 lbs.	\$1.64	per Pound
	47a	34% Ammonium Sulfate	Bronc Max	2 X 2.5 gal.	\$21.00	per Gallon
	47b	34% Ammonium Sulfate	Bronc Max	30 gal.	\$20.00	per Gallon
	47c	34% Ammonium Sulfate	Bronc Max	270 gal. shuttle	\$19.00	per Gallon
Adjuncts /Surfactants Adjuncts /Surfactants	48	99% Ammonium Sulfate	Ammonium Sulfate Fines	50 lbs.	\$0.46	per Pound
	50	46.31% Carbonic acid, dipotassium Salt NPE Free 53.69% Consituents ineffective as spray adjuvant	Climb	1 gal.	\$60.12	per Gallon
	51	100% Alcohol ethoxylates, silicone-polyether copolymer, propylene glycol and dimethylpolysiloxane	Sylcoat	4 X 1 gal.	\$106.30	per Gallon
	52a	100% Modified Vegetable Oil, Aliphatic Mineral Oil, Amine salts of Organic Acides, Aromatic Acid, NPE Free	Inplace	2 x 2.5 gal.	\$39.60	per Gallon
	52b	100% Modified Vegetable Oil, Aliphatic Mineral Oil, Amine salts of Organic Acides, Aromatic Acid, NPE Free	Inplace	30 gals.	\$39.60	per Gallon
	52c	100% Modified Vegetable Oil, Aliphatic Mineral Oil, Amine salts of Organic Acides, Aromatic Acid, NPE Free	Crosshair	2 x 2.5 gal.	\$55.59	per Gallon
	54a	100% Methylated vegetable oil, alcohol ethoxylate, phosphatidylcholine	Superspread MSO	2 X 2.5 gal.	\$18.93	per Gallon
	54b	100% Methylated vegetable oil, alcohol ethoxylate, phosphatidylcholine	Superspread MSO	270 gal. shuttle	\$19.50	per Gallon
	55	90% Alky phenol ethoxylate, Isopropanol, and Fatty Acids 10% Consituents ineffective as spray adjuvant	Insist 90 Plus	2 x 2.5 gal.	\$17.00	per Gallon
	56a	100% Methylated esters of fatty acids, alcohol ethoxylate, and polyether modified polysiloxane	Syltac EA	4 x 1 gal.	\$61.50	per Gallon
	56b	100% Methylated esters of fatty acids, alcohol ethoxylate, and polyether modified polysiloxane	Syltac EA	270 gal. shuttle	\$60.50	per Gallon

	58	90% 1,2-Propanediol, propane-1,2,3-triol, alcohol ethoxylate, dimethylpolysiloxane	Insist 90 Plus	2 X 2.5 gal.	\$17.00	per Gallon
	59	76% Siloxylated Polyether 24% Surfactant Mixture	Sylcoat	4 X 1 gal.	\$106.30	per Gallon
	60	100% Ethylated seed oil Eco Advantage	Hasten EA	4 X 1 gal.	\$37.50	per Gallon
	61	98% Polyoxyethylene fatty acid ester Eco Advantage	Rainier	2 X 2.5 gal.	\$33.61	per Gallon
	62	12.5% Dimethylsiloxane, polypropylene glycol, and methylated silicone 87.5% Constituents ineffective as spray adjuvant	Alligare Anti-Foamer	12 x 1 qt.	\$7.41	per Quart
	63	100% Polymethylsiloxane-copolymer, polyether	Sylcoat	4 X 1 gal.	\$106.30	per Gallon
Other	64	Non-staining blue liquid colorant to be used with pesticide, fertilizer and/or plant growth regulator tank mixes. Used to temporarily identify treated areas.	Super Marking Dye	2 X 2.5 gal.	\$35.25	per Gallon
	65	10.31% Bacillus thuringiensis subspecies israelensis spores and insecticidal toxins 89.69% Inert Ingredient	BTI Briquets	5 sheets of 20	\$103.24	per Case
	66	Methyl Salicylate: For masking undesirable odors of pesticides and other products.	Odor Mask	12 X 1 qt.	\$21.50	per Quart
	67	Laramie 25DF (25% Rimsulfuron)	Laramie	16 oz.	\$6.56	per Ounce
	69	Esterfied Seed Oil	Efficax (drift and soil retention) [Wilbur-Ellis]	2 x 2.5 gal.	\$57.50	per Gallon
	70a	Aminopyralid / Rinsko	Terravue Herbicide [Corteva]	1 x 10 lbs or 6 x 1.1 lbs	\$94.00	per Pound
Drums / Barrels	80	41% Glyphosate	Gly Star	15 gal. drum	\$39.09	per Gallon
	81	44.4% Triclopyr Amine labeled for roadsides and aquatic sites	Element 3A	15 gal. drum	\$51.94	per Gallon
RoundUp/Blend	84	Imazapyr @ 2lb./gal. 48 oz/acre- Application Rate	Blend SA1. 128 oz/acre. Glyphosate 5.4 (48 oz/ac 720 oz)	15 gal. drum	\$49.98	per Gallon
	85	Roundup Pro Conc. 26 oz/acre. – Application Rate	Blend EW1. Frequency (8 oz/ac 160 oz), Portfolio 4F (10 oz/ac 200 oz), Telar XP (2 oz/ac 40 oz)	15 gal. drum	\$100.72	per Gallon

86	Roundup Pro Conc. 26 oz/acre. – Application Rate	Blend EW2 , Esplanade 200sc (5 oz/ac 100 oz), Portfolio 4F (10 oz/ac 200 oz), Laramie (4 oz/ac 80 oz)	15 gal. drum	\$102.21	per Gallon
87	Roundup Pro Conc. 26 oz/acre. – Application Rate	Blend EW3 , Esplanade 200sc (5 oz/ac 100 oz), Frequency (8 oz/ac 160 Oz), Milestone (7 oz/ac 140 Oz)	15 gal. drum	\$103.55	per Gallon
88	Roundup Pro Conc. 26 oz/acre. – Application Rate	Blend EW4 , Frequency (8 oz/ac 160 Oz), Portfolio 4F (10 oz/ac 200 oz), Laramie (4 oz/ac 80 Oz)	15 gal. drum	\$91.84	per Gallon
89	Esplanade 200sc 7 oz/acre. – Application Rate	Blend EW5 , Esplanade 200sc (7 oz/ac 140 oz), Portfolio 4F (10 oz/ac 160 oz), Laramie (4 oz/ac 80 oz)	15 gal. drum	\$115.23	per Gallon
90	Esplanade 200sc 7 oz/acre. – Application Rate	Blend EW6, Frequency (8 oz/ac 160 Oz), Milestone (7 oz/ac 140 oz)	15 gal. drum	\$124.35	per Gallon
91	Roundup Pro Conc. 32 oz/acre– Application Rate	Blend R1 , Esplanade 200sc (5 oz/ac 100 Oz), Method 240SL (12.7 oz/ac 254 oz), Escort XP (1.5 oz/ac 30 oz)	15 gal. drum	\$90.00	per Gallon
92	Roundup Pro Conc. 32 oz/acre– Application Rate	Blend R2 , Esplanade 200sc (7 oz/ac 140 oz), Milestone (7 oz/ac 140 oz), Oust XP (5 oz/ac 100 oz).	15 gal. drum	\$107.69	per Gallon
93	Roundup Pro Conc. 32 oz/acre – Application Rate	Blend R3 , Frequency (8 oz/ac 160 oz), Lockdown SC (12 oz/ac 240 oz).	15 gal. drum	\$87.14	per Gallon
94	Pro Conc. 32 oz/acre – Application Rate	Blend R4 , Esplanade 200sc (5 oz/ac 100 oz), Lockdown SC (8 oz/ac 160 oz), Escort XP (1.5 oz/ac 30 oz).	15 gal. drum	\$82.05	per Gallon
95	Roundup Pro Conc. 32 oz/acre – Application Rate	Blend R5 , Frequency Pro Concentrate (8 oz/ac 640 oz), Frequency (8 oz/ac 160 oz), Method 240SL (12.7 oz/ac 254 oz), Oust XP (5 oz/ac 100 oz).	15 gal. drum	\$88.66	per Gallon
96	Roundup Pro Conc. 32 oz/acre – Application Rate	Blend R6 , Lockdown SC Concentrate (32oz/ac 640 oz), Lockdown SC (8 oz/ac 160 oz), Milestone 240 (7 oz/ac 140 oz), Telar XP (2 oz/ac 40 oz).	15 gal. drum	\$71.51	per Gallon
97	Roundup Pro Conc. 32 oz/acre – Application Rate	Blend R7 , Lockdown SC Concentrate (32oz/ac 640 oz), Lockdown SC (12 oz/ac 240 oz), Milestone (7 oz/ac 140 oz).	15 gal. drum	\$59.82	per Gallon
98	Roundup Pro Conc. 32 oz/acre – Application Rate	Blend R8 , Esplanada 200 SC (5oz/ac 100 oz), Milestone (7 oz/ac 140 oz).	15 gal. drum	\$75.71	per Gallon
99	Roundup Pro Conc. 32 oz/acre – Application Rate	Blend R9 , Esplanada 200 SC (5oz/ac 100 oz), Method 240SL (12.7 oz/ac 254 oz).	15 gal. drum	\$92.33	per Gallon

Category 2 (Non-WSDOT)						
Not Approved for WSDOT Use	Item	Manufacturer	Brand Name	Pkg. Size	Price	Unit Size
	1	Wilbur-Ellis	Syltac EA	2.5 gal.	\$61.50	per Gallon
	2	Alligare	Panoramic 2SL	1 gal.	\$118.21	per Gallon
	3	Alligare	Prodiamine 65 WDG	10 lbs.	\$14.12	per Pound
	4	Alligare	Tricolpyr 3SL	2.5 gal.	\$47.40	per Gallon
	5	Gowan	Scythe	2.5 gal.	\$65.76	per Gallon
	6	Corteva	Snapshot	50 lbs.	\$1.75	per Pound
	7	Corteva	Dimension Ultra	8 x 5 oz.	\$48.67	per Pound
	8	Nufarm	Prosedge	10 x 1.33 oz	\$4.94	per Ounce
	9	Anderson's	18-0-4+Dimension	50 lbs.	\$0.95	per Pound
	10	Pre-Blended Product	Vastlan 96 oz., Milestone 10 oz., Water 22 oz.	15 gal. drum	\$1,478.40	per Drum
	11	Pre-Blended Product	Vastlan 96 oz., Milestone 10 oz., Water 22 oz.	15 gal. drum	\$98.56	per Gallon
	12		Roundup Pro Concentrate	15 gal. drum	\$46.80	per Gallon
	13		Milestone	15 gal. drum	\$270.00	per Gallon
	14		Element 4	15 gal. drum	\$61.61	per Gallon
	15		Esplanade 200SC	15 gal. drum	\$1,276.16	per Gallon
	16		Frequency	15 gal. drum	\$623.00	per Gallon
	17		Lockdown SC	15 gal. drum	\$394.52	per Gallon
	18		MSO	15 gal. drum	\$17.10	per Gallon
	19	AquaSweep [Nufarm]	2,4-d amine / tricolor	2.5 gal.	\$57.55	per Gallon
	20	Axxe [BioSafe Systems]	Ammonium nonanqate	2.5 gal.	\$35.08	per Gallon
	21	Axxe [BioSafe Systems]	Ammonium nonanqate	260 gal. shuttle	\$32.66	per Gallon
	22	Brimstone [Wilbur-Ellis]	AMADS/NIS	2.5 gal.	\$27.22	per Gallon
	23	Brimstone [Wilbur-Ellis]	AMADS/NIS	30 gals.	\$26.00	per Gallon
	24	Brimstone [Wilbur-Ellis]	AMADS/NIS	265 gal. shuttle	\$25.00	per Gallon
	25	Detail [BASF]	saflufenacil	1 gal.	\$680.00	per Gallon
	26	Fomark [Kalo]	foam agent	1 gal.	\$30.13	per Gallon
	27	Imox [Alligare]	imazamox	1 gal.	\$225.88	per Gallon
	28	Imox [Alligare]	imazamox	2.5 gal.	\$223.53	per Gallon
	29	Imazapyr 4 SL [Alligare]	4 lb imazapyr	2.5 gal.	\$125.87	per Gallon
	30	Imazapyr 4 SL [Alligare]	4 lb imazapyr	30 gal.	\$127.65	per Gallon
	31	Mor-Act Crop Oil [Wilbur-Ellis]	oil	2.5 gal.	\$20.00	per Gallon

32	Open Range G [Wilbur-Ellis]	imazapic	50 lbs.	\$2.20	per Pound
33	Prescott [Alligare]	triclopyr / clopyralid	1 gal.	\$70.00	per Gallon
34	Prescott [Alligare]	triclopyr / clopyralid	2.5 gal.	\$67.50	per Gallon
35	Rejuvra [Bayer]	Indaziflam (Not Bareground/For Ranges/Grasses)	2.5 gal.	\$994.56	per Gallon
36	Rejuvra [Bayer]	Indaziflam (Not Bareground/For Ranges/Grasses)	1 qt.	\$298.37	per Quart
37	Renegade EA [Wilbur-Ellis]	modified vegetable Oil	2.5 gal.	\$27.50	per Gallon
38	Renegade EA [Wilbur-Ellis]	modified vegetable Oil	265 gal. shuttle	\$26.00	per Gallon
39	Vaquero [Wilbur-Ellis]	clethodim	1 gal.	\$142.00	per Gallon
40	Vaquero [Wilbur-Ellis]	clethodim	2.5 gal.	\$140.00	per Gallon



CONTRACTOR PRICE ADJUSTMENT CERTIFICATION

Contract No.:	No. 02917 – Vegetation Management
Contractor:	Wilbur-Ellis Company LLC Type/print full legal name of Awarded Contractor

Contractor, through the duly authorized undersigned, makes this certification as a required element for a contract price adjustment pertaining to the above referenced Contract ('Contract'). Contractor certifies, to the best of its knowledge, following good faith inquiry and investigation, that the following are true, complete, correct, and made in good faith:

1. **COMPETITIVE PROCUREMENT PRICING.** Contractor certifies that, consistent with the Contract for Goods/Services awarded to Contractor as the result of a competitive governmental procurement, Contractor bid prices for such goods/services in good faith and has provided such goods/services to eligible purchasers at or below the competitively solicited prices set forth in the Contract for no less than twelve (12) months from the effective date of the Contract.

2. **UNANTICIPATED SUPPLIER PRICE INCREASE.** Contractor certifies that its direct supply/acquisition costs for the goods/services subject to the Contract have increased in price because of third-party supplier/manufacturer price increases as set forth in the attached document(s) ('Supplier/Manufacturer Price Increase Documentation'). Contractor further certifies that the price increases reflected in the Supplier/Manufacturer Price Increase Documentation:
 - (a) Apply to the goods/services subject to the Contract;
 - (b) Would not have been known or anticipated at the time bids were due for the Competitive Solicitation that resulted in the award of the Contract to Contractor by a reasonably prudent bidder exercising sound business judgment and bidding in good faith and, in fact, were neither known to Contractor nor otherwise anticipated by Contractor at the time bids were due for the Competitive Solicitation that resulted in the award of the Contract to Contractor; and
 - (c) Presently have been incorporated as price increases to Contractor's other customers (i.e., to any individual or entity who purchases such goods/services from Contractor other than pursuant to the Contract) and, upon request by Enterprise Services, Contractor shall provide records satisfactory to Enterprise Services to confirm the same.

3. **ARMS-LENGTH THIRD-PARTY SUPPLIER/MANUFACTURER.** Contractor certifies that Contractor has an 'arms-length' commercial relationship with the entity(ies) supplying the Supplier/Manufacturer Price Increase Documentation and is independent of such third-party


supplier/manufacturer (e.g., Contractor is not a subsidiary, parent, or affiliated entity with such third-party supplier/manufacturer and Contractor's principals are not a principal of such third-party). *Note:* For goods/services manufactured by or for Contractor (including Contractor's divisions, subsidiaries, or parent entities), Contractor shall provide Supplier/Manufacturer Price Increase Documentation from the arms-length third-party supplier/manufacturer who supplies Contractor (including Contractor's divisions, subsidiaries, or parent entities).

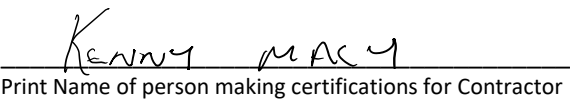
4. THIRD-PARTY SUPPLIER/MANUFACTURER PRICE INCREASE DOCUMENTATION. Contractor certifies that Contractor carefully has reviewed the Supplier/Manufacturer Price Increase Documentation and fully supports the accuracy of the same. Contractor further certifies that the facts declared here are true and accurate. Contractor further understands and acknowledges that any inaccuracy in Contractor's Certification, including the Supplier/Manufacturer Price Increase Documentation, shall constitute material breach of the Contract and, notwithstanding any provision to the contrary, Contractor shall have no right to cure such breach.
5. CONTRACTUAL PRICE INCREASE – EFFECTIVE DATE. Contractor certifies that, unless and until, Enterprise Services receives Contractor's Price Adjustment Certification and Supplier/Manufacturer Price Increase Documentation and, in Enterprise Services' reasonable discretion, adjusts the Contract pricing, either by posting updated Contract pricing to Enterprise Services' Contracts and Procurement website or by Contract amendment (with an effective date, post-certification, for such price increase), Contractor shall not adjust Contract prices and shall not delay any order fulfillment for purchase orders under the Contract.
6. THIRD-PARTY SUPPLIER/MANUFACTURER PRICE ABATEMENT. Contractor certifies that Contractor promptly shall provide written notice within five (5) calendar days to Enterprise Services if Contractor is notified or otherwise becomes aware that its third-party supplier/manufacturer has decreased prices to Contractor or otherwise abated the cost of such goods/services to Contractor (e.g., manufacturer incentives) and promptly shall cooperate with Enterprise Services to implement price decreases to reflect such decreased or abated costs.

Contractor further certifies that it promptly shall provide written notice within seventy-two (72) hours to Enterprise Services if Contractor learns that any of its certifications set forth herein were erroneous when submitted.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am duly authorized to make these certifications on behalf of the Contractor listed herein.

CONTRACTOR: WILBUR-ELLIS COMPANY LLC
Print Name of Contractor – Print full legal entity name of the Awarded Contractor

By:  _____
Signature of Contractor's authorized person

 _____
Print Name of person making certifications for Contractor

Title: Dir. of Sales - Red Markets Place: MERIDIAN, ID
Title of person signing certificate Print city and state where signed

Date: March 1, 2023

Return this Contractor Price Adjustment Certification to Contract Manager at:

DESContractsTeamCedar@des.wa.gov

**TWELFTH AMENDMENT
TO
STATEWIDE CONTRACT No. 02917
VEGETATION MANAGEMENT**

This Twelfth Amendment (“Amendment”) to Contract No. 02917 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 Wilbur-Ellis Company, LLC, a California Limited Liability Company (“Contractor”) and is dated as of May 1, 2023.

R E C I T A L S

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Master Contract No. 02917 dated effective as of January 1, 2018 (“Master Contract”).
- B. The Parties previously amended the Contract eleven (11) times:
 - a. Amendment 1 effective March 15, 2018 (expand product offerings).
 - b. Amendment 2 effective March 25, 2018 (expand product offerings).
 - c. Amendment 3 effective March 1, 2019 (increase price).
 - d. Amendment 4 effective May 8, 2019 (revise price sheet).
 - e. Amendment 5 effective March 30, 2020 (expand product offerings).
 - f. Amendment 6 effective November 16, 2020 (price adjustment).
 - g. Amendment 7 effective December 21, 2020 (price adjustment)
 - h. Amendment 8 effective February 9, 2021 (reduce product offerings)
 - i. Amendment 9 effective January 1, 2022 (extend term)
 - j. Amendment 10 effective May 9, 2022 (price adjustment)
 - k. Amendment 11 effective March 1, 2023 (price adjustment certification)
- 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 CHANGE. Exhibit B – Prices for Goods/Services of the Contract is hereby amended by deleting the existing Exhibit B – Prices for Goods/Services in its entirety and inserting the attached Exhibit A – Prices for Goods/Services of this amendment in its place. As of the effective date of this Amendment, any reference to Exhibit B – Prices for Goods/Services shall be

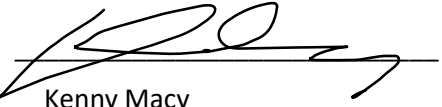
deemed to be a reference to the attached Exhibit A – Prices for Goods/Services of this amendment.

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.

**WILBUR-ELLIS COMPANY,
A CALIFORNIA LIMITED LIABILITY COMPANY**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Kenny Macy
Title: Director of Sales- PM
Date: 5/11/23

By: Alexander Kenesson
Name: Alexander Kenesson
Title: Procurement Supervisor
Date: 4/28/2023

Exhibit A – Prices for Goods/Services

Item	Active Ingredients	Product	Packaging	Price	UOM
1a	53.8% Glyphosate labeled for aquatic applications	Aquaneat [Nufarm]	2.5 gal.	\$28.79	per Gallon
1b	53.8% Glyphosate labeled for aquatic applications	Aquaneat [Nufarm]	30 gals.	\$26.29	per Gallon
1c	53.8% Glyphosate labeled for aquatic applications	Roundup Custom	2.5 gal.	\$40.02	per Gallon
1d	53.8% Glyphosate labeled for aquatic applications	Roundup Custom	30 gals.	\$37.89	per Gallon
3	27.8% Imazapyr labeled for aquatic applications	Ecomazapyr 2SI	2 X 2.5 gal.	\$73.91	per Gallon
4	40% Diuron	Diuron 4L (WSDOT Eastside Only)	2 X 2.5 gal.	\$24.41	per Gallon
5a	19.05% Indaziflam	Esplanade 200SC	2 X 2.5 gal.	\$1,447.50	per Gallon
5b	19.05% Indaziflam	Esplanade 200SC	4 x 1 qt.	\$398.31	per Quart
6	29.7% Topramezone	Frequency	2 X 1 gal.	\$675.00	per Gallon
7	27.8% Imazapyr labeled for aquatic applications	Polaris	2 X 2.5 gal.	\$76.65	per Gallon
8	40% Bromacil 40% Diuron	Krovar 1DF (WSDOT Eastside Only)	8 X 6 lbs. or	\$8.78	per Pound
10	25% Aminocycloprachlor	Method 240 SL	2 X 2.5 gal.	\$345.44	per Gallon
11	75% Sulfometuron	Oust XP	48 oz.	\$1.56	per Ounce
12	51% Flumioxazin	Payload	2 X 12 lbs.	\$59.95	per Pound
13	39.6% Sulfentrazone	Passage	2 X 2.5 gal.	\$325.00	per Gallon
14	41% Glyphosate Loaded	Glystar Plus	2 X 2.5 gal.	\$19.79	per Gallon
15a	50.2% Glyphosate Loaded	Roundup Pro Concentrate	2 X 2.5 gal.	\$34.47	per Gallon

15b	50.2% Glyphosate Loaded	Roundup Pro Concentrate	265 gal. shuttle	\$30.78	per Gallon
16	48.7% Glyphosate Loaded	Roundup Pro Max	2 X 2.5 gal.	\$37.25	per Gallon
17	7.78% Imazapyr 62.22% Diuron	Imazuron	4 X 10 lbs.	\$9.00	per Pound
19	34.4% 2,4-D Ester 16.5% Triclopyr Ester	Crossbow	2 X 2.5 gal.	\$44.23	per Gallon
20	5.1% Clopyralid 30% 2,4-D Amine	Curtail	2 X 2.5 gal.	\$56.84	per Gallon
21a	39.53% 2,4-D Amine 5.9% Fluroxypyr Ester 4.1% Dicamba	E2	2 X 2.5 gal.	\$65.05	per Gallon
21b	39.53% 2,4-D Amine 5.9% Fluroxypyr Ester 4.1% Dicamba	E2	250 gal. shuttle	\$64.45	per Gallon
22	2% Pyraflufen Ethyl	Venue	8 x 1 qt.	\$118.50	per Quart
23	60% Metsulfuron Methyl	Escort XP	8 X 16 oz.	\$2.22	per Ounce
24	44.4% Triclopyr Amine labeled for roadsides and aquatic sites	Element 3A	2 X 2.5 gal.	\$53.26	per Gallon
25	61.6% Triclopyr Ester	Element 4	2 X 2.5 gal.	\$64.35	per Gallon
27a	40.6% Aminopyralid	Milestone	2 X 2.5 gal.	\$280.00	per Gallon
27b	40.6% Aminopyralid	Milestone	12 X 1 qt.	\$70.00	per Quart
28	2.22% Aminopyralid 16.22% Triclopyr	Capstone	2 X 2.5 gal.	\$57.50	per Gallon

30	62.13% Aminopyralid 9.45% Metsulfuron	Opensight	2 X 10 lbs. or	\$96.75	per Pound
31	47.3% 2,4-D Amine	2,4-D Amine	2 X 2.5 gal.	\$20.83	per Gallon
33	75% Chlorsulfuron	Telar XP	8 X 8 oz.	\$11.93	per Ounce
34	24.4% Picloram	Tordon 22K	2 X 2.5 gal.	\$53.01	per Gallon
35	40.9% Clopyralid	Transline	2 X 2.5 gal.	\$140.50	per Gallon
36	56.8% Dicamba	Dicamba HD	2 X 2.5 gal.	\$38.58	per Gallon
37	24.58% 2,4-D Amine 12.82% Dicamba	Weedmaster	2 X 2.5 gal.	\$27.06	per Gallon
39	45.52% Fluroxypyr	Vista XRT	2 X 2.5 gal.	\$145.70	per Gallon
40	54.72% Triclopyr Choline	Vastlan	2.5 gal.	\$102.00	per Gallon
41	67.2% 2,4-D Ester	Weedon LV4	2 X 2.5 gal.	\$34.00	per Gallon
42	4% Dichlobenil	Casoron 4G	50 lbs.	\$3.39	per Pound
43a	75% Isoxaben	Gallery 75 DF	12 x 1 lb.	\$136.55	per Pound
43b	75% Isoxaben	Gallery 75 SC	12 x 1qt.	\$181.30	per Quart
43c	75% Isoxaben	Gallery 75 SC	2 x 2 gal.	\$725.20	per Gallon
44	38.7% Pendimethalin	Up-End Aquacap	2 X 2.5 gal.	\$47.78	per Gallon
45	2% Oxadiazon	Ronstar G	50 lbs.	\$1.64	per Pound
47a	34% Ammonium Sulfate	Bronc Max	2 X 2.5 gal.	\$21.00	per Gallon
47b	34% Ammonium Sulfate	Bronc Max	30 gal.	\$20.00	per Gallon
47c	34% Ammonium Sulfate	Bronc Max	270 gal. shuttle	\$19.00	per Gallon
48	99% Ammonium Sulfate	Ammonium Sulfate Fines	50 lbs.	\$0.37	per Pound

50	46.31% Carbonic acid, dipotassium Salt NPE Free 53.69% Consituents ineffective as spray adjuvant	Climb	1 gal.	\$60.12	per Gallon
51	100% Alcohol ethoxylates, silicone- polyether copolymer, propylene glycol and dimethypolysiloxane	Sylcoat	4 X 1 gal.	\$112.68	per Gallon
52a	100% Modified Vegetable Oil, Aliphatic Mineral Oil, Amine salts of Organic Acides, Aromatic Acid, NPE Free	Inplace	2 x 2.5 gal.	\$39.60	per Gallon
52b	100% Modified Vegetable Oil, Aliphatic Mineral Oil, Amine salts of Organic Acides, Aromatic Acid, NPE Free	Inplace	30 gals.	\$39.60	per Gallon
52c	100% Modified Vegetable Oil, Aliphatic Mineral Oil, Amine salts of Organic Acides, Aromatic Acid, NPE Free	Crosshair	2 x 2.5 gal.	\$55.59	per Gallon
54a	100% Methylated vegetable oil, alcohol ethoxylate, phosphatidylcholine	Superspread MSO	2 X 2.5 gal.	\$20.26	per Gallon
54b	100% Methylated vegetable oil, alcohol ethoxylate, phosphatidylcholine	Superspread MSO	270 gal. shuttle	\$20.87	per Gallon
55	90% Alky phenol ethoxylate, Isopropanol, and Fatty Acids 10% Consituents ineffective as spray adjuvant	Insist 90 Plus	2 x 2.5 gal.	\$17.00	per Gallon
56a	100% Methylated esters of fatty acids, alcohol ethoxylate, and polyether modified polysiloxane	Syltac EA	4 x 1 gal.	\$71.34	per Gallon

56b	100% Methylated esters of fatty acids, alcohol ethoxylate, and polyether modified polysiloxane	Syltac EA	270 gal. shuttle	\$70.18	per Gallon
58	90% 1,2-Propanediol, propane-1,2,3-triol, alcohol ethoxylate, dimethylpolysiloxane	Insist 90 Plus	2 X 2.5 gal.	\$17.00	per Gallon
59	76% Siloxylated Polyether 24% Surfactant Mixture	Sylcoat	4 X 1 gal.	\$112.68	per Gallon
60	100% Ethylated seed oil Eco Advantage	Hasten EA	4 X 1 gal.	\$37.50	per Gallon
61	98% Polyoxyethylene fatty acid ester Eco Advantage	Rainier	2 X 2.5 gal.	\$33.61	per Gallon
62	12.5% Dimethylsiloxane, polypropylene glycol, and methylated silicone 87.5% Constituents ineffective as spray adjuvant	Alligare Anti-Foamer	12 x 1 qt.	\$8.52	per Quart
63	100% Polymethylsiloxane-copolymer, polyether	Sylcoat	4 X 1 gal.	\$112.68	per Gallon
64	Non-staining blue liquid colorant to be used with pesticide, fertilizer and/or plant growth regulator tank mixes. Used to temporarily identify treated areas.	Super Marking Dye	2 X 2.5 gal.	\$40.54	per Gallon
65	10.31% Bacillus thuringiensis subspecies israelensis spores and insecticidal toxins 89.69% Inert Ingredient	BTI Briquets	5 sheets of 20	\$103.24	per Case
66	Methyl Salicylate: For masking undesirable odors of pesticides and other products.	Odor Mask	12 X 1 qt.	\$21.50	per Quart

67	Laramie 25DF (25% Rimsulfuron)	Laramie	16 oz.	\$6.56	per Ounce
69	Esterfied Seed Oil	Efficax (drift and soil retention) [Wilbur-Ellis]	2 x 2.5 gal.	\$57.5	per Gallon
70a	Aminopyralid / Rinsko	Terravue Herbicide [Corteva]	1 x 10 lbs or	\$100.00	per Pound
81	44.4% Triclopyr Amine labeled for roadsides and aquatic sites	Element 3A	15 gal. drum	\$63.68	per Gallon
84	Imazapyr @ 2lb./gal. 48 oz/acre- Application Rate	Blend SA1. 128 oz/acre. Glyphosate 5.4 (48 oz/ac 720 oz)	15 gal. drum	\$51.92	per Gallon
85	Roundup Pro Conc. 26 oz/acre. – Application Rate	Blend EW1. Frequency (8 oz/ac 160 oz), Passage (10 oz/ac 200 oz), Telar XP (2 oz/ac 40 oz)	15 gal. drum	\$106.65	per Gallon
86	Roundup Pro Conc. 26 oz/acre. – Application Rate	Blend EW2, Esplanade 200sc (5 oz/ac 100 oz), Passage 4F (10 oz/ac 200 oz), Laramie (4 oz/ac 80 oz)	15 gal. drum	\$123.38	per Gallon
87	Roundup Pro Conc. 26 oz/acre. – Application Rate	Blend EW3, Esplanade 200sc (5 oz/ac 100 oz), Frequency (8 oz/ac 160 Oz), Milestone (7 oz/ac 140 Oz)	15 gal. drum	\$129.26	per Gallon
88	Roundup Pro Conc. 26 oz/acre. – Application Rate	Blend EW4, Frequency (8 oz/ac 160 Oz), Passage (10 oz/ac 200 oz), Laramie (4 oz/ac 80 Oz)	15 gal. drum	\$109.03	per Gallon
89	Esplanade 200sc 7 oz/acre. – Application Rate	Blend EW5, Esplanade 200sc (7 oz/ac 140 oz), Passage (10 oz/ac 160 oz), Laramie (4 oz/ac 80 oz)	15 gal. drum	\$138.2	per Gallon
90	Esplanade 200sc 7 oz/acre. – Application Rate	Blend EW6, Frequency (8 oz/ac 160 Oz), Milestone (7 oz/ac 140 oz)	15 gal. drum	\$144.08	per Gallon
91	Roundup Pro Conc. 32 oz/acre– Application Rate	Blend R1, Esplanade 200sc (5 oz/ac 100 Oz), Method 240SL (12.7 oz/ac 254 oz), Escort XP (1.5 oz/ac 30 oz)	15 gal. drum	\$111.15	per Gallon
92	Roundup Pro Conc. 32 oz/acre– Application Rate	Blend R2, Esplanade 200sc (7 oz/ac 140 oz), Milestone (7 oz/ac 140 oz), Oust XP (5 oz/ac 100 oz).	15 gal. drum	\$119.29	per Gallon
93	Roundup Pro Conc. 32 oz/acre – Application Rate	Blend R3, Frequency (8 oz/ac 160 oz), Lockdown SC (12 oz/ac 240 oz).	15 gal. drum	\$96.15	per Gallon

94	Pro Conc. 32 oz/acre – Application Rate	Blend R4 , Esplanade 200sc (5 oz/ac 100 oz), Lockdown SC (8 oz/ac 160 oz), Escort XP (1.5 oz/ac 30 oz).	15 gal. drum	\$101.51	per Gallon
95	Roundup Pro Conc. 32 oz/acre – Application Rate	Blend R5 , Frequency Pro Concentrate (8 oz/ac 640 oz), Frequency (8 oz/ac 160 oz), Method 240SL (12.7 oz/ac 254 oz), Oust XP (5 oz/ac 100 oz).	15 gal. drum	\$101.26	per Gallon
96	Roundup Pro Conc. 32 oz/acre – Application Rate	Blend R6 , Lockdown SC Concentrate (32oz/ac 640 oz), Lockdown SC (8 oz/ac 160 oz), Milestone 240 (7 oz/ac 140 oz), Telar XP (2 oz/ac 40 oz).	15 gal. drum	\$80.83	per Gallon
97	Roundup Pro Conc. 32 oz/acre – Application Rate	Blend R7 , Lockdown SC Concentrate (32oz/ac 640 oz), Lockdown SC (12 oz/ac 240 oz), Milestone (7 oz/ac 140 oz).	15 gal. drum	\$69.29	per Gallon
98	Roundup Pro Conc. 32 oz/acre – Application Rate	Blend R8 , Esplanada 200 SC (5oz/ac 100 oz), Milestone (7 oz/ac 140 oz).	15 gal. drum	\$88.87	per Gallon
99	Roundup Pro Conc. 32 oz/acre – Application Rate	Blend R9 , Esplanada 200 SC (5oz/ac 100 oz), Method 240SL (12.7 oz/ac 254 oz).	15 gal. drum	\$107.82	per Gallon

Item	Manufacturer	Brand Name	Pkg. Size		Unit Size
1					
2	Alligare	Prodiamine 65 WDG	10 lbs.	\$18.81	per Pound
3	Corteva	Snapshot	50 lbs.	\$2.00	per Pound
4	Corteva	Dimension Ultra	8 x 5 oz.	\$52.70	per Pound
5	Gowan	Scythe	2.5 gal.	\$69.71	per Gallon
6	Nufarm	Prosedge	10 x 1.33 oz	\$4.94	per Ounce
7	AquaSweep [Nufarm]	2,4-d amine / tricolor	2.5 gal.	\$58.45	per Gallon
8	Rejuvra [Bayer]	Indaziflam (Not Bareground/For Ranges/Grasses)	2.5 gal.	\$1,064.45	per Gallon
9	Rejuvra [Bayer]	Indaziflam (Not Bareground/For Ranges/Grasses)	1 qt.	\$319.54	per Quart
10	Vaquero [Wilbur-Ellis]	clethodim	1 gal.	\$142.00	per Gallon
11	Vaquero [Wilbur-Ellis]	clethodim	2.5 gal.	\$140.00	per Gallon
12		Milestone	15 gal. drum	\$280.00	per Gallon

13		Esplanade 200SC	15 gal. drum	\$1,456.18	per Gallon
14		Frequency	15 gal. drum	\$700.32	per Gallon
15		Lockdown SC	15 gal. drum	\$394.52	per Gallon
16	Pre-Blended Product	Vastlan 96 oz., Milestone 10 oz., Water 22 oz.	15 gal. drum	\$105.80	per Gallon
17	Pre-Blended Product	Vastlan 96 oz., Milestone 10 oz., Water 22 oz.	15 gal. drum	\$1,587.00	per Drum
18					
19		Roundup Pro Concentrate	15 gal. drum	\$42.97	per Gallon
20		MSO	15 gal. drum	\$18.30	per Gallon
21	Wilbur-Ellis	Syltac EA	2.5 gal.	\$71.34	per Gallon
22	Mor-Act Crop Oil [Wilbur-Ellis]	oil	2.5 gal.	\$21.80	per Gallon
23	Renegade EA [Wilbur-Ellis]	modified vegetable Oil	2.5 gal.	\$28.33	per Gallon
24	Renegade EA [Wilbur-Ellis]	modified vegetable Oil	265 gal. shuttle	\$26.78	per Gallon
25		Element 4	15 gal. drum	\$84.01	per Gallon
26	Axex [BioSafe Systems]	Ammonium nonanqate	2.5 gal.	\$35.08	per Gallon
27	Axex [BioSafe Systems]	Ammonium nonanqate	260 gal. shuttle	\$32.66	per Gallon
28	Brimstone [Wilbur-Ellis]	AMADS/NIS	2.5 gal.	\$27.76	per Gallon
29	Brimstone [Wilbur-Ellis]	AMADS/NIS	30 gals.	\$26.52	per Gallon
30	Brimstone [Wilbur-Ellis]	AMADS/NIS	265 gal. shuttle	\$25.50	per Gallon
31	Detail [BASF]	saflufenacil	1 gal.	\$735.00	per Gallon
32	Fomark [Kalo]	foam agent	1 gal.	\$30.13	per Gallon
33	Imox [Alligare]	imazamox	1 gal.	\$132.54	per Gallon
34	Imox [Alligare]	imazamox	2.5 gal.	\$134.42	per Gallon
35	Imazapyr 4 SL [Alligare]	4 lb imazapyr	2.5 gal.	\$125.87	per Gallon
36	Imazapyr 4 SL [Alligare]	4 lb imazapyr	30 gal.	\$127.65	per Gallon
37	Open Range G [Wilbur-Ellis]	imazapic	50 lbs.	\$2.20	per Pound
38	Prescott [Alligare]	triclopyr / clopyralid	1 gal.	\$81.62	per Gallon
39	Prescott [Alligare]	triclopyr / clopyralid	2.5 gal.	\$78.71	per Gallon
40	Alligare	Tricolpyr 3SL	2.5 gal.	\$46.12	per Gallon
41	Anderson's	18-0-4+Dimension	50 lbs.	\$0.85	per Pound
42	Alligare	Panoramic 2SL	1 gal.	\$124.36	per Gallon

Note: Some lines were intentionally left blank to denote no award for those items