

CONTRACT AMENDMENT		
State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	Contract No.:	04616
Advanced Traffic Products, Inc. 1122 Industry Street, Bldg. A Everett, WA 98203	Amendment No.:	1
	Effective Date:	January 1, 2023

FIRST AMENDMENT
TO
CONTRACT No. 04616
ILLUMINATION, TRAFFIC SIGNAL AND INTELLIGENT TRANSPORTATION SYSTEMS EQUIPMENT

This First Amendment (“Amendment”) to Contract No. 04616 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 Advanced Traffic Products, Inc., a Washington Corporation (“Contractor”) and is dated as of January 1, 2023.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 04616 for Illumination, Traffic Signal and Intelligent Transportation Systems Equipment dated effective as of December 23, 2016 (“Contract”).
- B. The amendment set forth herein is within the scope of the Contract.
- C. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. TERM. The Contract term is amendment to extend to the maximum term date of January 31, 2025.
2. GOODS AND SERVICES. Both the included Goods and Services & Prices for Goods and Services and Exhibit E – Bid Price with Mandatory Manufacturers List of the Contract are hereby amended by deleting the existing Sections and Exhibits in their entirety and inserting the attached Exhibit A – Goods and Services (dated January 1, 2023), instead.
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.

**ADVANCED TRAFFIC PRODUCTS, INC.,
A WASHINGTON CORPORATION**

By: Lillian Mikelsen
Name: Lillian Mikelsen
Title: Contract Administrator
Date: 12/22/2022

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: Alexander Kenesson
Name: Alexander Kenesson
Title: Procurement Supervisor
Date: 12/29/2022

Exhibit A- Goods and Services
(Effective January 1, 2023)

Category No.	Equipment Category	Percent off MSRP	Name of Catalog/Price List	Represents the mft entire product line	Delivery Days after receipt of Order (ARO)
8	DETECTION SYSTEMS - INDUCTIVE LOOPS / PARTS	0.00%	3M Safety and Security Systems Division; ATP LED Pricing; ATP GTT Pricing	Yes	30-45
11	DETECTION SYSTEMS - MICROWAVE / PARTS	11-12%	Wavetronix Radar Equipment	Yes	16 weeks
37	PEDESTRIAN HYBRID BEACON SYSTEMS (HAWK) / PARTS	0.00%	ATP Polara Pricing	Yes	30-45
38	PEDESTRIAN PUSHBUTTONS - ACCESSIBLE PEDESTRIAN SIGNALS (APS) / PARTS	0.00%	ATP Polara Pricing	Yes	30-45
39	PEDESTRIAN PUSHBUTTONS - NON-ACCESSIBLE / PARTS	0.00%	ATP Polara Pricing	Yes	30-45
42	PRE-EMTION EQUIPMENT/PARTS	0.00%	ATP GTT Pricing	Yes	30-45
52	SIGNALS - LED DISPLAY MODULES (VEHICLE OR PEDESTRIAN) / PARTS	20-25%	ATP LED Pricing	Yes	16 weeks
56	SIGNS-ELECTRONIC (REGULATORY, WARNING, GUIDE, ETC.) / PARTS	0.00%	Orange Traffic; TrafficCast	Yes	45-60
58	SIGNS - INTERNALLY ILLUMINATED / PARTS	0.00%	TrafficCast	Yes	45-60
62	SIGNS - ELECTRONIC (REGULATORY, WARNING, GUIDE, ETC.) / PARTS	0.00%	Orange Traffic; TrafficCast	Yes	45-60