

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	04616
Cubic ITS, Inc. 522 Gillingham Sugar Land, TX 77478	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 Cubic ITS, Inc., a Texas 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 July 12, 2021 (“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.

**CUBIC ITS, INC.,
A TEXAS CORPORATION**

By: 
Name: Jeffery R. Price
Title: Vice President & General Manager
Date: 1/23/2023

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**


By: 
Name: Alexander Kenesson
Title: Procurement Supervisor
Date: 01/27/2023

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

Category No.: Equipment Categories	Percent Off Catalog List Price	Name of Catalog/Price List	Represents the MFT entire product line
Category 1: ANALOGUE / DIGITAL VIDEO AND DATA EQUIPMENT / PARTS: (AMPLIFIERS, COMBINERS, CONVERSION SWITCHES, CONVERTERS, CROSS CONNECT / PATCH PANELS, ENCODERS, ETHERNET AND FIBER COMMUNICATION EQUIPMENT, DECODERS, DISTRIBUTION EQUIPMENT, MESH NETWORK COMMUNICATION EQUIPMENT, RECEIVERS, ROUTERS, SERIAL COMMUNICATION EQUIPMENT, SERVERS, SWITCHES, TERMINAL SERVERS, TRANCEIVERS, TRANSMISSION EQUIPMENT, WIRELESS COMMUNICATION EQUIPMENT, ETC.)	15.00%	Gridsmart	No
Category 4: CONFLICT MONITORS	15.00%	Trafficware	No
Category 5: CONTROLLER CABINETS AND ACCESSORIES / PARTS	15.00%	Trafficware	No
Category 6: CONTROLLER SOFTWARE (NEMA, 170, 2070, ETC.)	15.00%	Trafficware	No
Category 7: CONTROLLERS (NEMA, 170, 2070, ETC.) / PARTS	15.00%	Trafficware	No
Category 8: DETECTION SYSTEMS - INDUCTIVE LOOPS / PARTS	15.00%	Trafficware	No

Category 10: DETECTION SYSTEMS – MAGNETOMETER / PARTS	15.00%	Trafficware	No
Category 15: DETECTION SYSTEMS - VIDEO / PARTS	15.00%	Gridsmart	No
Category 19: FLASHING BEACONS / PARTS	15.00%	Trafficware	No
Category 37 PEDESTRIAN HYBRID BEACON SYSTEMS (HAWK) / PARTS	15.00%	Trafficware	No
Category 48: SCHOOL ZONE FLASHER (NON SOLAR POWERED) EQUIPMENT/PARTS	15.00%	Trafficware	No
Category 49: SCHOOL ZONE FLASHER (NON SOLAR POWERED) EQUIPMENT/PARTS	15.00%	Trafficware	No
Category 65: Time Clocks	15.00%	Trafficware	No
Category 69: TRANSPORTATION MANAGEMENT SYSTEM CONSOLES, WORK STATIONS, AND CONTROL EQUIPMENT	15.00%	Trafficware	No
Category 70: TRANSPORTATION MANAGEMENT SYSTEM TEST EQUIPMENT	15.00%	Trafficware	No

Category 80: MISCELLANEOUS PARTS NOT INCLUDED IN ABOVE GROUPINGS	15.00%	Trafficware	No
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