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|--|---------------------------|-----------------|
| State of Washington<br>Contracts & Procurement Division<br>Department of Enterprise Services<br>P.O. Box 41411<br>Olympia, WA 98504-1411 | <b>CONTRACT AMENDMENT</b> |                 |
|  | Contract No.:             | 04616           |
| SWARCO McCain Inc.<br>2365 Oak Ridge Way<br>Vista, CA 92801  | Amendment No.:            | 1               |
|  | Effective Date:           | January 1, 2023 |

**FIRST AMENDMENT  
TO  
STATEWIDE 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 SWARCO McCain, Inc., a California Corporation (“Contractor”) and is dated as of January 1, 2023.

**R E C I T A L S**

- 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.

**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. **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. **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.

**SWARCO McCAIN INC.,**  
**A CALIFORNIA CORPORATION**

**STATE OF WASHINGTON**  
**DEPARTMENT OF ENTERPRISE SERVICES**

By: Nathan Welch

By: Alexander Kenesson

Name: Nathan Welch

Name: Alexander Kenesson

Title: VP of Sales

Title: Procurement Supervisor

Date: Dec 9, 2022

Date: 12/29/2022

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

| <b>Category No.:<br/>Equipment Categories</b>                                  | <b>Percent Off<br/>Catalog List Price</b> | <b>Name of<br/>Catalog/Price List</b> | <b>Represents the<br/>MFR entire<br/>product line</b> | <b>Delivery Days<br/>After Receipt<br/>of Order (ARO)</b> |
|--|---|---------------------------------------|---|---|
| Category 4:<br>Conflict Monitors   | 30%                                       | Eberle Design Inc.<br>(EDI)           | Yes   |   |
| Category 5:<br>Controller Cabinets and Accessories / Parts                     | 35%                                       | McCain Inc.                           | Yes   | Up to 60  |
| Category 6:<br>Controller Software (NEMA, 170, 2070, Etc.)                     | 20%                                       | McCain Inc.                           | Yes   | Up to 30  |
| Category 7:<br>Controllers (NEMA, 170, 2070, Etc.) / Parts                     | 10%                                       | McCain Inc.                           | Yes   | Up to 60  |
| Category 8:<br>Detection Systems - Inductive Loops / Parts                     | 30%                                       | Eberle Design Inc.<br>(EDI)           | Yes   |   |
| Category 18:<br>Flashers   | 30%                                       | Eberle Design Inc.<br>(EDI)           | Yes   |   |
|  | 30%                                       | PDC                                   | Yes   |   |
| Category 32:<br>Load Switches (Complete Units) / Parts                         | 30%                                       | Eberle Design Inc.<br>(EDI)           | Yes   |   |
| Category 34:<br>Modems / Parts: (Ip, Wireless, Ethernet,<br>Dial-Up, Cellular) | 10%                                       | McCain Inc.                           | Yes   | Up to 30  |
| Category 37:<br>Pedestrian Hybrid Beacon Systems (HAWK) /<br>Parts             | 25%                                       | McCain Inc.                           | Yes   | Up to 45  |
| Category 38:   | 10%                                       | Campbell<br>Company                   | Yes   |   |

|  |     |                             |     |          |
|--|-----|-----------------------------|-----|----------|
| Pedestrian Pushbuttons - Accessible<br>Pedestrian Signals (Aps) / Parts          |     |                             |     |          |
| Category 39:<br>Pedestrian Pushbuttons - Non-Accessible /<br>Parts               | 10% | Campbell<br>Company         | Yes |          |
| Category 41:<br>Power Supply Systems / Parts                                     | 10% | Eberle Design Inc.<br>(EDI) | Yes |          |
|  | 10% | McCain Inc.                 | Yes | Up to 45 |
| Category 43:<br>Railroad Pre-Emption System / Parts                              | 10% | McCain Inc.                 | Yes | Up to 30 |
| Category 44:<br>Rectangular Rapid Flashing Beacon (RRFB)<br>Systems / Parts      | 10% | McCain Inc.                 | Yes | Up to 45 |
| Category 51:<br>Signals - Display Mounting Hardware                              | 25% | McCain Inc.                 | Yes | Up to 45 |
| Category 52:<br>Signals - Led Display Modules (Vehicle or<br>Pedestrian) / Parts | 25% | GE                          | Yes |          |
|  | 25% | GELcore                     | Yes |          |
| Category 53:<br>Signals - Optically Programmed Signal Heads<br>/ Parts           | 25% | GE                          | Yes |          |
|  | 25% | McCain Inc.                 | Yes | Up to 60 |
| Category 54:<br>Signals - Pedestrian Signal Display And<br>Housing / Parts       | 25% | McCain Inc.                 | Yes | Up to 45 |
| Category 55:<br>Signals - Vehicle Display and Housing / Parts                    | 25% | McCain Inc.                 | Yes | Up to 45 |
| Category 65:<br>Time Clocks  | 10% | McCain Inc.                 | Yes | Up to 30 |
|  | 10% | RTC<br>Manufacturing        | Yes |          |

|  |        |                          |     |                   |
|--|--------|--------------------------|-----|-------------------|
|  |        |                          |     |                   |
| Category 70:<br>Transportation Management System Test Equipment                                      | Quote  | McCain Inc.              | Yes | Request for Quote |
| Category 71:<br>Uninterruptible Power Supplies (UPS) / Battery Backup Systems / Parts                | Quote  | McCain Inc.              | Yes | Request for Quote |
| Category 72:<br>Variable Message Signs (VMS) - Blank Out Type / Parts                                | Quote  | McCain Inc.              | Yes | Request for Quote |
| Category 73:<br>Variable Message Signs (VMS) - Front Access Type / Parts                             | Quote  | McCain Inc.              | Yes | Request for Quote |
| Category 74:<br>Variable Message Signs (VMS) - Variable Speed Limit Or Lane Utilization Type / Parts | Quote  | McCain Inc.              | Yes | Request for Quote |
| Category 75:<br>Variable Message Signs (VMS) - Walk-In Type / Parts                                  | Quote  | McCain Inc.              | Yes | Request for Quote |
| Category 80:<br>Miscellaneous Parts Not Included in Above Groupings                                  | Varies | Campbell Company         | Yes |                   |
|  | Varies | Eberle Design Inc. (EDI) | Yes |                   |
|  | Varies | GDI Communications LLC.  | Yes |                   |
|  | Varies | GE                       | Yes |                   |
|  | Varies | GELcore                  | Yes |                   |
|  | Varies | Kar-Gor Inc.             | Yes |                   |
|  | 30%    | McCain Inc.              | Yes | 30-60             |
|  | Varies | TraffiCalm               | Yes |                   |
|  | 10%    | RTC Manufacturing        | Yes |                   |