

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

Miovision Technologies, Inc.
137 Glasgow Street, Suite 110
Kitchener, ON N2G4X8
Canada

**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 Miovision Technologies, Inc. an Ontario corporation ("Contractor") and is dated as of September 1, 2021.

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 August 14, 2017 ("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 is amended to extend the term 47 months, ending August 31, 2025.
- 2. **WAGE VIOLATIONS.** Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
- 3. **PAY EQUALITY.** Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity

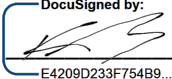
or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to this Master Contract.

4. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
5. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
6. 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.
7. 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.
8. 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.
9. 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.

MIOVISION TECHNOLOGIES, INC.
AN ONTARIO CORPORATION

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Kurtis McBride
Title: CEO
Date: 8/27/2021

By: 
Name: Kim Kirkland
Title: Procurement Supervisor
Date: Aug 27, 2021

{Washington to Sign- Amendment 1 to CONTRACT NO. 04616

Final Audit Report


2021-08-27

Created:	2021-08-27
By:	Michellee Jemmott (michellee.jemmott@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACKAWk_DbQEUDMeg62n2nOeznQEKtgrOA


"{Washington to Sign- Amendment 1 to CONTRACT NO. 04616" History

 Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)

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 Document e-signed by Kim Kirkland (kim.kirkland@des.wa.gov)

Signature Date: 2021-08-27 - 7:02:34 PM GMT - Time Source: server- IP address: 72.173.27.27

 Agreement completed.

2021-08-27 - 7:02:34 PM GMT

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	04616
Miovision Technologies Incorporated 137 Glasgow St., Suite 110 Kitchener, ON N2G 4X8	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 Miovision Technologies Incorporated, a foreign 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 October 1, 2017 (“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:

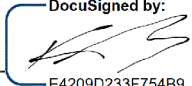
1. **TERM.** The Contract term is amendment to extend to the maximum term date of January 31, 2025.
2. **GOODS AND SERVICES.** Both the included Goods and Services & Prices for Goods and Services and Exhibit E – Bid Price with Mandatory Manufacturers List of the Contract are hereby amended by deleting 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.

**MIOVISION TECHNOLOGIES
INCORPORATED**
A FOREIGN CORPORATION

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By:  _____
E4209D233F754B9...

By:  _____

Name: Kurtis McBride

Name: Alexander Kenesson

Title: CEO

Title: Procurement Supervisor

Date: December 22, 2022

Date: 12/29/2022

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

Awarded Manufacturers: Spectrum ITS; Scout Product Line

Category No.: Equipment Categories	Percent Off Catalog List Price	Name of Catalog/Price List	Represents the MFR entire product line	Delivery Days After Receipt of Order (ARO)
Category 66: Traffic Counters/Parts	See Rate Card	Miovision Technologies- Spectrum ITS Product Line	Yes	3-5 Business days
	See Rate Card	Miovision Technologies- Scout Hardware	Yes	3-5 Business days
Category 69: Transportation Management System Consoles, Workstations, and Control Equipment	Volume Discounts are Negotiable	Miovision Technologies- Spectrum ITS Product Line	Yes	3-5 Business days
	Volume Discounts are Negotiable	Miovision Technologies- Scout Hardware	Yes	3-5 Business days

State of Washington Contracts & Procurement Division – Internal Contracts Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	04616
Miovision Technologies Incorporated 137 Glasgow Street, Suite 110 Kitchener, ON N2G 4X8 Canada	Amendment No.:	3
	Effective Date:	January 15, 2024

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

This Third 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 (“Enterprise Services”) and Miovision Technologies Incorporated, an Ontario Corporation (“Contractor”) and is dated and effective as of January 15, 2024.

RECITALS

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 04616 dated effective as of August 14, 2017 (“Contract”).
- B. The Parties previously amended the Contract As follows:
- Amendment 1: effective September 1, 2021 (Term Extension – which amends the expiration date of the Agreement to August 31, 2025)
 - Amendment 2: (listed in error as amendment No 1) effective date January 1, 2023 (Term Amendment which amends the expiration date of the Agreement to January 31, 2025)
- C. The Parties now desire to amend the Contract to allow for subcontractors.
- D. The amendment set forth herein is within the scope of the Contract.

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. SUBCONTRACTORS. The following section is added as a new section 15 at the end of the Contract:

15. SUBCONTRACTORS. Subcontractors, Contractor shall not subcontract, assign, or otherwise transfer its obligations under the Statewide Agreement without Enterprise Services' prior written consent. Violation of this condition shall constitute a material breach establishing grounds for termination of this amendment.

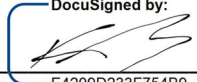
- a. SUBCONTRACTOR AUTHORIZATION. Contractor is authorized, without additional Participating State consent, to utilize its Designated Subcontractors, as shown on Schedule A hereto, to provide sales and service support to Purchasers hereunder; *provided*, however, that such participation shall be in accordance with the terms and conditions set forth in the Statewide Agreement. Contractor shall maintain a list of such Designated Subcontractors utilized, and, upon request, promptly provide Enterprise Services with such list and any updates.
- b. CONTRACTOR RESPONSIBILITY FOR SUBCONTRACTORS. Contractor shall be responsible to ensure that all requirements of the Statewide Agreement (including, but not limited to, insurance requirements, indemnification, Washington state business registration, etc.) flow down to any and all Designated Subcontractors. In no event shall the existence of a subcontract between Contractor and its subcontractor operate to release or reduce Contractor's liability to the Participating State or any Purchaser for any breach of the Statewide Agreement. As to Purchasers hereunder, Contractor shall have full and complete responsibility and liability for any act or omission by Contractor's Designated Subcontractors.
- c. PURCHASER PAYMENT REGARDING CONTRACTOR'S DESIGNATED SUBCONTRACTORS. Notwithstanding any provision to the contrary, the parties understand and agree that for any contract sales or service provided pursuant to the Statewide Agreement, Purchaser payment shall be made directly to Contractor as the awarded vendor pursuant to the competitive procurement; *provided*, however, that, in the event any such sales or services are performed by a Designated Subcontractor for Contractor, Contractor may instruct such Purchaser to make payment for such sales or services to Contractor's identified Designated Subcontractor. Regardless of whether Contractor instructs a Purchaser to make such payment to Contractor's Designated Subcontractor, Contractor shall remain responsible for performance.
- d. CONTRACT SALES REPORTING. Notwithstanding any provision to the contrary, Contractor shall report to Enterprise Services total contract sales, delineated by purchaser, made by each individual Designated Subcontractor and also report total contract sales, delineated by purchaser, on a consolidated Contractor 'roll up' basis. Contractor shall maintain records supporting such reports in accordance with the Contract Agreement's records retention requirements.

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 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.

MIOVISION TECHNOLOGIES INCORPORATED

By: 
DocuSigned by:
E4209D233F754B9...

Name: Kurtis McBride

Title: CEO

Date: January 12, 2024

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: Theresa Jensen Digitally signed by Theresa Jensen
Date: 2024.02.06 10:21:07 -08'00'

Name: Theresa Jensen

Title: Procurement Supervisor

Date: 2/6/2024

SCHEDULE A – DESIGNATED SUBCONTRACTORS

1. AM Signal, LLC