

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

Roadsys, Inc. DBA: Roadsys, LLC  
334 East Lake Rd #125  
Palm Harbor, FL 34685

**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 Roadsys Inc. DBA: Roadsys, LLC, a Florida 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.

**ROADSYS, INC. DBA: ROADSYS, LLC,  
A FLORIDA CORPORATION**

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By: James Schmidt  
Name: James Schmidt  
Title: Contract Administrator  
Date: 12/21/2022

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 Categories	Percent Off Catalog List Price	Name of Catalog/Price List	Represents the mft entire product line	Delivery Days After Receipt of Order (ARO)
Category 11: DETECTION SYSTEMS – MICROWAVE / PARTS	2.00%	DATA Collect Traffic Systems GMBH	Yes	60
Category 15: DETECTION SYSTEMS - VIDEO / PARTS	2.00%	Smartek SYS Inc.	Yes	90
Category 40: Permanent Traffic Recorders/Parts	5.00%	TDC Systems	Yes	60
Category 47: ROADWAY WEATHER INFORMATION SYSTEMS (RWIS)/PARTS	5.00%	TDC Systems	Yes	60
Category 64: Telemetry Systems/Parts	5.00%	TDC Systems	Yes	60
Category 66: Traffic Counters/Parts	5.00%	TDC Systems	Yes	60
	2.00%	TimeMark, Inc	Yes	60
Category 78: Weigh in motion System/parts	5.00%	TDC Systems	Yes	60
Category 80: MISCELLANEOUS PARTS NOT INCLUDED IN ABOVE GROUPINGS	2.00%	Ceramic Cement Corp	Yes	90
	2.00%	CSS Technology	Yes	90
	2.00%	DATA Collect Traffic Systems GMBH	Yes	60
	2.00%	Smartek SYS Inc	Yes	90
	5.00%	TDC Systems	Yes	60