

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	04616
SES America, Inc., DBA: Sunrise SESA Technologies, Inc. 720 Washington Street Pembroke, MA 02066	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 SES America, Inc., DBA: Sunrise SESA Technologies, Inc., a Rhode Island 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 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 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.

**SES AMERICA, INC., DBA: SUNRISE SES
TECHNOLOGIES, INC.,
A RHODE ISLAND CORPORATION**

By: Chad Bodemann
Name: Chad Bodemann
Title: Account Administrator
Date: 01/03/23

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**


By: 
Name: Alexander Kenesson
Title: Procurement Supervisor
Date: 01/09/22

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 MFR entire product line	Delivery Days After Receipt of Order (ARO)
Category 5: Controller Cabinets and Accessories / Parts	35.00%	SES America, Inc.	Yes	60
Category 72: Variable Message Signs (VMS) – Blank Out Type/parts	30.00%	SES America, Inc.	Yes	45-60
Category 73: Variable Message Signs (VMS) – Front Access Type/Parts	24-28%	SES America, Inc.	Yes	120
Category 74: Variable Message Signs (VMS) – Variable Speed Limit or Lane Utilization Type/Parts	28.00%	SES America, Inc.	Yes	45-60
Category 75: Variable Message Signs (VMS) – Walk-in Type/Parts	24-28%	SES America, Inc.	Yes	120