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

3M Company
3M Center, Bldg. 235-03-A-09
St. Paul, MN 55144

FIFTH AMENDMENT
TO
CONTRACT NO. 05115
REFLECTIVE SHEETING, GUIDEPOSTS & ACCESSORIES

This Fifth Amendment ("Amendment") to Contract No. 05115 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 3M Company, a Delaware Corporation ("Contractor") and is dated and effective as of September 22, 2021.

RECITALS

A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 05115 for Reflective Sheeting, Guideposts & Accessories dated effective as of December 14, 2015 ("Contract").

B. The Parties previously amended the Contract as follows:

   a. Amendment 1 dated October 1, 2017 (adjusting the VMF)

   b. Amendment 2 dated December 13, 2019 (contract extension)

   c. Amendment 3 dated September 9, 2020 (remove color option)

   d. Amendment 4 dated June 28, 2021 (product change)

C. The amendment set forth herein is within the scope of the Contract.

D. 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. PRODUCT OPTION. Category I: adding 7125-12, a vinyl, non-reflective product, with a paper backing. Available in 48" x 50 yd. rolls.

Category I: Sheeting Type Non Reflective (All Colors - Paper Backing)					
Item	Description	3M	Avery	Nippon	Unit of Measure
1	50 Yd. Rolls, (15" - 48" width) Pressure Sensitive	$0.49	N/A	N/A	sq.ft.
1	50 Yd Roll (48" x50 $0.8217/sq ft.)	$493.00	N/A	N/A	roll

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. 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.

6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all 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.

3M Company, **A DELAWARE CORPORATION**	**STATE OF WASHINGTON** **DEPARTMENT OF ENTERPRISE SERVICES**
By: _____	By: Leslie Edwards
Name: Maria Paraschou	Name: Leslie Edwards
Title: Sr Proposal & Contract Manager	Title: Contracts Specialist
Date: 09/22/2021	Date: 9/22/2021