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

Nippon Carbide Industries (USA) Inc.
12981 E. Florence Ave.
Santa Fe Springs, CA 90670

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

This Third 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 Nippon Carbide Industries (USA), Inc., a California Corporation ("Contractor") and is dated and effective as of March 10, 2022.

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 effective October 1, 2017 (adjusting the VMF)

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

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. PRICE ADJUSTMENT. The Contract pricing is amended to reflect the updated pricing in Exhibit A.

2. ECONOMIC ADJUSTMENT. Beginning twelve (12) months after the effective date of this Master Contract and for every annual anniversary thereafter, the vendor may request the prices set forth in Exhibit B – Prices shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices described below, for the most recent year. Economic adjustment will lag one (1) calendar quarter past the Contract commencement date to allow for publication of BLS data. All calculations for the index shall be based upon the latest version of data published as of November each year. Prices shall be adjusted in December. If an index is recoded (i.e., the recoded index is a direct substitute for the prior index according to the BLS), this Master Contract will use the recoded index, as applicable. If an index becomes unavailable, Enterprise

Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

New Price = Old Price x (Current Period Index/Base Period Index)

Category and Description	PPI
Plastics material and resins manufacturing	PCU325211325211

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.

NIPPON CARBIDE INDUSTRIES (USA) INC.,
A CALIFORNIA CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: _____

Name: Leslie Edwards

Title: Contracts Specialist

Date: _____

Exhibit A

Category B: Sheeting Type II (All Colors except Fluorescent Orange)			
Item	**Description**	**Nippon**	**Unit of Measure**
1	50 Yd. Rolls, (12" - 48" width) Pressure Sensitive	$ 0.98	sq.ft.
2	Pre-cut sheets, Pressure Sensitive (see spec sheet for sizes)	$ 0.98	sq.ft.
3	50 Yrd. Rolls, (3/8" width) Pressure Sensitive	$ 57.77	rolls
4	50 Yrd. Rolls, (1/2" width) Pressure Sensitive	$ 76.30	rolls
5	50 Yrd. Rolls, (5/8" width) Pressure Sensitive	$ 95.92	rolls
6	50 Yrd. Rolls, (3/4" width) Pressure Sensitive	$ 114.45	rolls
7	50 Yrd. Rolls, (7/8" width) Pressure Sensitive	$ 134.07	rolls
8	50 Yrd. Rolls, (1" width) Pressure Sensitive	$ 153.69	rolls
9	50 Yrd. Rolls, (1 1/4" width) Pressure Sensitive	$ 191.84	rolls
10	50 Yrd. Rolls, (1 1/2" width) Pressure Sensitive	$ 226.72	rolls
11	50 Yrd. Rolls, (2" width) Pressure Sensitive	$ 306.29	rolls
12	50 Yd. Rolls Pin-Feed 24"-36"	$ 1.20	sq.ft.