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

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

This Second 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 as of December 13, 2019.

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 Vendor Management Fee

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. TERM. Section 1.3 of the original Invitation to Bid, Contract Term is hereby amended by deleting the existing Section 1.3 in its entirety and inserting the following in lieu thereof:

   Section 1.3 Contract Term. The Term of this Contract shall end December 14, 2023.

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 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	STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES
By:	By:
Name: Andrew Kato	Name: DAVID MCEBROFF
Title: Operations Manager	Title: CONTRACTS SPECIALIST
Date: October 28, 2019	Date: 11/19/2019