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

Traffic Safety Supply Company, Inc.
2324 SE Umatilla St
Portland, OR 97202

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 Traffic Safety Supply Company, an Oregon company ("Contractor") and is dated and effective as of April 1, 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 from Appendix B: Specifications and Price Worksheets of the Master contract is hereby amended to reflect the updated pricing contained in Exhibit A of this amendment.

2. ECONOMIC ADJUSTMENT. Section 5.6 - Price Adjustments of the Master Contract is hereby deleted in its entirety and inserting the following in lieu thereof:

   > 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. Failure to accept this price change may result in mutual termination. 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.

TRAFFIC SAFETY SUPPLY COMPANY, INC., AN OREGON CORPORATION	STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES
By:	By:
Name: Jeff Parson	Name: Alexander Kenesson
Title: President	Title: Procurement Supervisor
Date: 4/11/22	Date: 4/18/2022

Exhibit A

MINIMUM POST ORDER REQUIREMENT: 100 POSTS
MINIMUM REFLECTOR ORDER REQUIREMENT: 500 REFLECTORS

TSSCO P/N	CARSONITE P/N	DESCRIPTION	HEIGHT ABOVE GROUND	PRICE W/O REFLECTOR	PRICE W/3"x8" REFLECTOR TYPE W
DP00981	CRM306601	ROADMARKER, 66" WHITE, NO ANCHOR	42"	$15.24	$16.56
DP00983	CRM306603	ROADMARKER, 66" BROWN, NO ANCHOR	42"	$17.44	$18.76
DP00984	CRM306607	ROADMARKER, 66" GREEN, NO ANCHOR	42"	$18.83	$20.15
DP00988	CRM307201	ROADMARKER, 72" WHITE, NO ANCHOR	48"	$16.40	$17.72
DP00990	CRM307203	ROADMARKER, 72" BROWN, NO ANCHOR	48"	$18.70	$20.02
DP00991	CRM307207	ROADMARKER, 72" GREEN, NO ANCHOR	48"	$18.83	$20.15
DP01005	CRM306601 w/ANCBARU	ROADMARKER, 66" WHITE, W/ ANCHOR	42"	$17.01	$18.33
DP01007	CRM306603 w/ANCBARU	ROADMARKER, 66" BROWN, W/ ANCHOR	42"	$19.21	$20.53
DP01008	CRM306607 w/ANCBARU	ROADMARKER, 66" GREEN, W/ ANCHOR	42"	$20.60	$21.92
DP01009	CRM307201 w/ANCBARU	ROADMARKER, 72" WHITE, W/ ANCHOR	48"	$18.17	$19.49
DP01011	CRM307203 w/ANCBARU	ROADMARKER, 72" BROWN, W/ ANCHOR	48"	$20.47	$21.79
DP01012	CRM307207 w/ANCBARU	ROADMARKER, 72" GREEN, W/ ANCHOR	48"	$20.60	$21.92
DP01014	CRM307801 w/ANCBARU	ROADMARKER, 78" WHITE, W/ ANCHOR	54"	$19.31	$20.63
DP01015	CRM307803 w/ANCBARU	ROADMARKER, 78" BROWN, W/ ANCHOR	54"	$21.74	$23.06
DP01016	CRM307807 w/ANCBARU	ROADMARKER, 78" GREEN, W/ ANCHOR	54"	$23.03	$24.35
DP01018	CRM308401 w/ANCBARU	ROADMARKER, 84" WHITE, W/ ANCHOR	60"	$20.51	$21.83

DP05568	CRM308403 w/ANCBARU	ROADMARKER, 84" BROWN, W/ ANCHOR	60"	$23.03	$24.35
DP05569	CRM308407 w/ANCBARU	ROADMARKER, 84" GREEN, W/ ANCHOR	60"	$22.20	$23.52
		**60" & 78" SURVIVOR POST ARE NO LONGER AVAILABLE			
DP01045	CDS306601	SURVIVOR, 66" WHITE, W/ 18" U-CHANNEL ANCHOR	48"	$24.94	$26.26
DP01046	CDS306603	SURVIVOR, 66" BROWN, W/ 18" U-CHANNEL ANCHOR	48"	$24.94	$26.26
DP01047	CDS306607	SURVIVOR, 66" GREEN, W/ 18" U-CHANNEL ANCHOR	48"	$24.94	$26.26
DP01048	CDS307201	SURVIVOR, 72" WHITE, W/ 18" U-CHANNEL ANCHOR	54"	$25.94	$27.26
DP05072	CDS307203	SURVIVOR, 72" BROWN, W/ 18" U-CHANNEL ANCHOR	54"	$25.94	$27.26
	CDS307207	SURVIVOR, 72" GREEN, W/ 18" U-CHANNEL ANCHOR	54"	$25.94	$27.26
		TYPE III, REFLECTOR, ULG, 3" X 8"		$0.44	
		TYPE IV, REFLECTOR, HIP, 3" X 8"		$0.44	
DP02750	RMTLPDR1	CARSONITE POST DRIVER PDR-1		$176.85	
DP02751	RMTLPDL1	CARSONITE POST DRIVER PDL-1 FOR POSTS OVER 6FT		$221.05	
DP02754	RMTLDSD300	CARSONITE SURVIVOR POST DRIVER		$630.55	