

<b>State of Washington</b> Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	05915
Pacific Corrugated Pipe Company 89822 Highway 99 North Eugene, OR 97402	Amendment No.:	1
	Effective Date:	October 1, 2017

**FIRST AMENDMENT**  
**TO**  
**CONTRACT NO. 05915**  
**CULVERTS, CORRUGATED POLYETHYLENE PIPE**

This First Amendment (“Amendment”) to Contract No. 05915 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 Pacific Corrugated Pipe Company, a California Company (“Contractor”) and is effective as of October 1, 2017.

R E C I T A L S

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 05915 dated effective as of February 10, 2016 (“Contract”).
- B. The Parties intend to amend the Contract to adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after October 1, 2017. Contract purchases made prior to October 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after October 1, 2017 will be subject to the VMF set forth in this amendment.
- 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.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as follows:

1. **VENDOR MANAGEMENT FEE.** Section 3.8 of the Contract is hereby amended by deleting the existing Section in its entirety and inserting the following in lieu thereof:

Section 3.8 - **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.50 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Contract sales  
invoiced (not including sales tax) x .0150.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

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.

PACIFIC CORRUGATED PIPE COMPANY  
A CALIFORNIA COMPANY

STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES

By: 

By: 

Name: Wyatt Williams

Name: John Allen

Title: Sales Rep

Title: Contract Specialist

Date: 8-2-17

Date: 8/9/2017

<b>State of Washington</b> Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	05915
Pacific Corrugated Pipe Company 89822 Highway 99 North Eugene, OR 97402	Amendment No.:	2
	Effective Date:	May 1, 2018

**SECOND AMENDMENT  
TO  
CONTRACT NO. 05915  
CULVERTS, CORRUGATED POLYETHYLENE PIPE**

This Second Amendment (“Amendment”) to Contract No. 05915 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 Pacific Corrugated Pipe Company, a California Company (“Contractor”) and is effective as of May 1, 2018.

R E C I T A L S

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 05915 dated effective as of February 10, 2016 (“Contract”).
- B. The Parties previously amended the Contract One (1) time.
  - 1. Amendment number 1 was issued October 31 ,2017(VMF)
- 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.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as follows:

- 1. **PRODUCTS COVERED.** The Contract is amended to add 12” HDPE Bell & Spigot StormTite x 20’, as set forth in the attached Exhibit 1.
- 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.

**PACIFIC CORRUGATED PIPE COMPANY  
A CALIFORNIA COMPANY**

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By:   
Name: Wyatt Williams  
Title: Operations Coordinator  
Date: 4-30-18

By:   
Name: John Allen  
Title: Contract Specialist  
Date: 4-30-18

**Exhibit A:**

Description	Unit Price
12" HDPE Bell & Spigot StormTite x 20'	\$124.80

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

Pacific Corrugated Pipe Company  
89822 Highway 99 North  
Eugene, OR 97402

**THIRD AMENDMENT  
TO  
CONTRACT NO. 05915  
CULVERTS, CORRUGATED POLYETHYLENE PIPE**

This Third Amendment ("Amendment") to Contract No. 05915 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 Pacific Corrugated Pipe Company, a California Company ("Contractor") and is effective as of January 29, 2020.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 05915 for Culverts, Corrugated Polyethylene Pipe dated effective as of February 10, 2016 ("Contract").
- B. The Parties previously amended the Contract two (2) times.
  - a. Amendment 1 was issued October 31, 2017 (VMF)
  - b. Amendment 2 was issued May 1, 2018 (Product Addition)
- 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.** The Contract term is amended to extend the term forty-eight (48) months, ending February 14, 2024.
- 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.

PACIFIC CORRUGATED PIPE COMPANY,  
A CALIFORNIA COMPANY

By:   
Name: Tim Hahn  
Title: Operations Manager  
Date: 2/3/2020

STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES

By:   
Name: Leslie Edwards  
Title: Contracts Specialist  
Date: 2-5-2020

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

Pacific Corrugated Pipe Company  
89822 Highway 99 North  
Eugene, OR 97402

**FOURTH AMENDMENT  
TO  
CONTRACT NO. 05915  
CULVERTS, CORRUGATED POLYETHYLENE PIPE**

This Fourth Amendment ("Amendment") to Contract No. 05915 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 Pacific Corrugated Pipe Company, a California Company ("Contractor") and is effective as of March 2, 2020.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 05915 for Culverts, Corrugated Polyethylene Pipe dated effective as of February 10, 2016 ("Contract").
- B. The Parties previously amended the Contract two (2) times.
  - a. Amendment 1 was issued October 31, 2017 (VMF)
  - b. Amendment 2 was issued May 1, 2018 (Product Addition)
  - c. Amendment 3 was issued January 29, 2020 (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. **PRODUCTS COVERED.** The Contract is amended to add 18" HDPE Bell & Spigot Storm Tite AASHTO, 20 feet long, as set forth in Exhibit 1.
- 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.

PACIFIC CORRUGATED PIPE COMPANY,  
A CALIFORNIA COMPANY

STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES

By:   
 Name: Tim Hahn  
 Title: Operations Manager  
 Date: 3/2/2020


By:   
 Name: Richard Worthy  
 Title: Contracts Specialist  
 Date: 3/2/2020

Exhibit A:

Description	Unit Price
18" HDPE Bell&Spigot Storm Tite AASHTO, 20 feet long	\$234.20

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

Pacific Corrugated Pipe Company  
89822 Highway 99 North  
Eugene, OR 97402

**FIFTH AMENDMENT  
TO  
CONTRACT NO. 05915  
CULVERTS, CORRUGATED POLYETHYLENE PIPE**

This Fifth Amendment (“Amendment”) to Contract No. 05915 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 Pacific Corrugated Pipe Company, a California Company (“Contractor”) and is effective as of June 16, 2020.

**RECITALS**

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 05915 for Culverts, Corrugated Polyethylene Pipe dated effective as of February 10, 2016 (“Contract”).
- B. The Parties previously amended the Contract four (4) times.
  - a. Amendment 1 was issued October 31, 2017 (VMF)
  - b. Amendment 2 was issued May 1, 2018 (Product Addition)
  - c. Amendment 3 was issued January 29, 2020 (Contract Extension)
  - d. Amendment 4 was issued March 2, 2020 (Product Covered)
- 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. **PRODUCTS COVERED.** The Contract is amended to add 24” HDPE Bell & Spigot Storm Tite AASHTO, 20 feet long, as set forth in Exhibit 1.
- 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.

**PACIFIC CORRUGATED PIPE COMPANY,  
A CALIFORNIA COMPANY**

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By:   
Name: Tim Hahn  
Title: Operations Manager  
Date: 6/16/2020

By: Richard Worthy  
Name: Richard Worthy  
Title: Contracts Specialist  
Date: 6/16/2020

Exhibit A:

Description	Unit Price
24" HDPE Bell&Spigot Storm Tite AASHTO, 20 feet long	\$19.91/LF

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

Pacific Corrugated Pipe Company  
89822 Highway 99 North  
Eugene, OR 97402

**SIXTH AMENDMENT**  
**TO**  
**CONTRACT NO. 05915**  
**CULVERTS, CORRUGATED POLYETHYLENE PIPE**

This Sixth Amendment ("Amendment") to Contract No. 05915 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 Pacific Corrugated Pipe Company, a California Company ("Contractor") and is effective as of June 1, 2021.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 05915 for Culverts, Corrugated Polyethylene Pipe dated effective as of February 10, 2016 ("Contract").
- B. The Parties previously amended the Contract five (5) times.
  - a. Amendment 1 was issued October 31, 2017 (Vendor Management Fee)
  - b. Amendment 2 was issued May 1, 2018 (Product Addition)
  - c. Amendment 3 was issued January 29, 2020 (Contract Extension)
  - d. Amendment 4 was issued March 2, 2020 (Product Covered)
  - e. Amendment 5 was issued June 16, 2020 (Products Covered)
- 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. **ECONOMIC ADJUSTMENT.** THE Contract selling prices are amended, not to exceed the prices outlined in Exhibit A.
- 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.

**PACIFIC CORRUGATED PIPE COMPANY,  
A CALIFORNIA COMPANY**

By: 

Name: Tim Hahn

Title: Operations Manager

Date: 5/20/2021

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By: 

Name: Breann Aggers

Title: Contracts Specialist

Date: 5/20/21



**EXHIBIT A PRICING**

**Price Sheet, Pacific Corrugated, Contract #05915**

<b>Type</b>	<b>Diameters</b>	<b>UoM</b>	<b>Unit Price</b>
<b>Single wall non-perforated CPP</b>	18"	LF	\$10.72
<b>Single wall non-perforated CPP</b>	24"	LF	\$16.42
<b>Double wall non-perforated CPP</b>	18"	LF	\$14.50
<b>Double wall non-perforated CPP</b>	24"	LF	\$17.63
<b>Double wall non-perforated CPP</b>	30"	LF	\$30.16
<b>Double wall non-perforated CPP</b>	36"	LF	\$32.16
<b>Double wall non-perforated CPP</b>	48"	LF	\$57.87
<b>Single wall perforated CCP</b>	8"	LF	\$7.42
<b>Single wall perforated CCP</b>	10"	LF	\$8.80
<b>Double wall perforated CCP</b>	8"	LF	\$7.32
<b>Double wall perforated CCP</b>	10"	LF	\$8.09

HDPE Bell&Spigot Storm Tite AASHTO	18"	20 LF	\$250.60
HDPE Bell&Spigot Storm Tite AASHTO	24"	20 LF	\$412.00

Type	Diameters	UoM	Unit Price
Culvert Bands	18"	EA	\$20.18
Culvert Bands	24"	EA	\$31.04
Culvert Bands	30"	EA	\$77.61
Culvert Bands	36"	EA	\$116.41
Culvert Bands	48"	EA	\$208.38
Elbows Diameter 18"	30 Degrees	EA	\$88.79
Elbows Diameter 18"	45 Degrees	EA	\$131.54

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

Pacific Corrugated Pipe Company, LLC  
89822 Highway 99 North  
Eugene, OR 97402

**SEVENTH AMENDMENT  
TO  
CONTRACT NO. 05915  
CULVERTS, CORRUGATED POLYETHYLENE PIPE**

This Seventh Amendment ("Amendment") to Contract No. 05915 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 Pacific Corrugated Pipe Company, LLC, a Pennsylvania Limited Liability Company ("Contractor") and is effective as of September 15, 2021.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 05915 for Culverts, Corrugated Polyethylene Pipe dated effective as of February 10, 2016 ("Contract").
- B. The Parties previously amended the Contract as follows:
  - a. Amendment 1 was issued October 31, 2017 (Vendor Management Fee)
  - b. Amendment 2 was issued May 1, 2018 (Product Addition)
  - c. Amendment 3 was issued January 29, 2020 (Contract Extension)
  - d. Amendment 4 was issued March 2, 2020 (Product Covered)
  - e. Amendment 5 was issued June 16, 2020 (Products Covered)
  - f. Amendment 6 was issued May 20, 2021 (Economic Adjustment)
- 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 ADDITION.** The Contract is amended to add 30" Bell & Spigot Storm Tite in 20' stick lengths, as set forth in the attached Exhibit A.
- 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.

**PACIFIC CORRUGATED PIPE COMPANY, LLC,  
A PENNSYLVANIA LIMITED LIABILITY COMPANY**

By:   
 Name: TIM HAHN  
 Title: OPERATIONS MGR.  
 Date: 9/14/2021

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By:   
 Name: Leslie Edwards  
 Title: Contracts Specialist  
 Date: 9/15/2021

**EXHIBIT A  
PRODUCT ADDITION**

**Price Sheet, Pacific Corrugated, Contract #05915**

<b>Type</b>	<b>Diameters</b>	<b>UoM</b>	<b>Unit Price</b>
<b>HDPE Bell&amp;Spigot Storm Tite AASHTO</b>	30"	20 LF	\$747.80