

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	08021
Aramsco, Inc. 1480 Grandview Ave Paulsboro, NJ 08066	Amendment No.:	3
	Effective Date:	April 15, 2024

**THIRD AMENDMENT  
TO  
CONTRACT NO. 08021  
RETROREFLECTIVE GLASS BEADS**

This Second Amendment (“Amendment”) to Contract No. 08021 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 (“Enterprise Services”) and Aramsco, Inc., a Delaware Corporation (“Contractor”) and is dated as of April 15, 2024.

**RECITALS**

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 08021 for Retroreflective Glass Beads dated effective as of February 1, 2022 (“Contract”).
- B. The Parties previously amended the Contract as follows:
  - i. Amendment 1 effective March 17, 2023(revised the EPA and Economic Adjustment provisions and replaced Exhibit B – Prices for Goods).
  - ii. Amendment 2 effective February 1, 2024(term extension and addition of new Nondiscrimination provision required by Washington State law).
- C. The Parties now desire to amend the Contract to revise Exhibit A – Prices for Goods.
- D. The amendment set forth herein is within the scope of the Contract.
- E. 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. EXHIBIT A - PRICES FOR GOODS, *Exhibit A – Prices for Goods* of the Contract is hereby amended by deleting the existing *Exhibit A - Prices for Goods* in its entirety and inserting *Exhibit A – Prices for Goods* (dated April 15, 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. An electronic signature or electronic record of this Amendment or any other ancillary agreement 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.

**ARAMSCO INC.,**  
**A DELAWARE CORPORATION**

By: Joe Chanes  
 Name: Joe Chanes  
 Title: Branch Manager  
 Date: 4-15-24

**STATE OF WASHINGTON**  
**DEPARTMENT OF ENTERPRISE SERVICES**

By: Theresa Jensen Digitally signed by Theresa Jensen  
Date: 2024.04.16 17:11:52 -07'00'  
 Name: Theresa Jensen  
 Title: Procurement Supervisor  
 Date: 4/16/2024

Exhibit A  
Prices for Goods

Description	Container	Price per pound
<b>Category 1 - Type A Glass Bead</b>	<b>Truckload (≥24,000 Lbs.)</b>	
Manufacturer: Potters Industries, LLC Mfg. Number: ASHTO M 247 Brand/Name: Type 1 AC-110 Coating: Dual Coating	2400 lb Bag Pallet	\$ 0.59
	50 lb. Bag	\$ 0.59
	<b>Less-Than-Truckload (LTL) (&lt;24,000 Lbs.)</b>	
	2400 lb Bag Pallet	\$ 0.62
	50 lb. Bag	\$ 0.62
<b>Delivery fee if less than 4 pallets or 192 bags</b>	Fee per delivery	\$ 200.00

Description	Container	Price per pound
<b>Category 2 - Type B Glass Bead</b>	<b>Truckload (≥24,000 Lbs.)</b>	
Manufacturer: Potters Industries, LLC Mfg. Number: WA P 18+5 Brand/Name: VISIBEAD 11 TYPE B Coating: Dual Coating	2400 lb Bag Pallet	\$ 0.59
	50 lb. Bag	\$ 0.59
	<b>Less-Than-Truckload (LTL) (&lt;24,000 Lbs.)</b>	
	2400 lb Bag Pallet	\$ 0.62
	50 lb. Bag	\$ 0.62
<b>Delivery charge if less than 4 pallets or 192 bags</b>	Fee per delivery	\$ 225.00

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	08021
AramSCO, Inc. 1480 Grandview Ave Paulsboro, NJ 08066	Amendment No.:	2
	Effective Date:	February 1, 2024

**SECOND AMENDMENT  
TO  
CONTRACT NO. 08021  
RETROREFLECTIVE GLASS BEADS**

This Second Amendment (“Amendment”) to Contract No. 08021 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 (“Enterprise Services”) and AramSCO, Inc., a Delaware Corporation (“Contractor”).

**RECITALS**

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 08021 for Retroreflective Glass Beads dated effective as of February 1, 2022 (“Contract”).
- B. The Parties previously amended the Contract as follows:
  - i. Amendment 1 effective March 17, 2023 (revised the EPA and Economic Adjustment provisions and replaced Exhibit B Prices for Goods).
- C. The Parties acknowledge that they failed to execute a timely extension amendment when the initial term of the contract expired on January 31, 2024. However, both Parties intended to extend the Contract at that time, and continued to perform their Contract obligations as if the Contract was still in effect. For the short time period between February 1, 2024 and the execution date of this amendment, the Parties acknowledge that they had an implied-in-fact contract, but now the Parties desire to amend the Contract to formally extend the Contract term. The Parties also desire to add a new Nondiscrimination provision required by Washington state law.
- D. The amendment set forth herein is within the scope of the Contract.
- E. 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 term of the Contract is amended to add forty-eight (48) months and thereby changing the end date of the Contract from January 31, 2024, to January 31, 2028.
2. NONDISCRIMINATION. The following provision is added as a new subsection at the end of Section 18 of the Contract (General Provisions):

18.24. NONDISCRIMINATION.

- (a) Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- (b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- (c) Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- (d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

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. An electronic signature or electronic record of this Amendment or any other ancillary agreement 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, regardless of date of execution.

**ARAMSCO INC.,  
A DELAWARE CORPORATION**

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By: Joe Chanes  
 Name: Joe Chanes  
 Title: Branch Manager  
 Date: 4-4-2024

By: Theresa Jensen Digitally signed by Theresa Jensen  
Date: 2024.04.04 16:45:56 -07'00'  
 Name: Theresa Jensen  
 Title: Procurement Supervisor  
 Date: April 4, 2024

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	08021
Alpine Products INC 550 3 <sup>rd</sup> ST S.W. Bldg. C Auburn, WA 98001	Amendment No.:	1
	Effective Date:	March 17, 2023

**FIRST AMENDMENT  
TO  
STATEWIDE CONTRACT NO. 08021  
RETROREFLECTIVE GLASS BEADS**

This First Amendment (“Amendment”) to Contract No. 08021 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 Alpine Products, Inc, a Washington State Corporation (“Contractor”) and is dated as of March 17, 2023.

**RECITALS**

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 08021 for Retroreflective Glass Beads, dated effective as of January 31, 2022 (“Contract”).
- B. The amendment set forth herein is within the scope of the Contract.
- C. 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 follows:

1. **PRICE ADJUSTMENT.** The Contract Exhibit B – Prices for Goods of the Master contract is hereby deleted in its entirety, inserting Exhibit A in its place.
2. **EPA LANGUAGE CHANGE.** The Contract Section 3.3 is hereby deleted in its entirety, inserting the following in its place:

**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 for Goods* 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) index: PPI Commodity data for Nonmetallic mineral products-Glass, not seasonally adjusted (WPU131), 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 December each year. Prices shall be adjusted in February. 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:

$$\text{New Price} = \text{Old Price} \times (\text{Current Period Index} / \text{Base Period Index}).$$

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.** An electronic signature or electronic record of this Amendment or any other ancillary agreement 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.

**ALPINE PRODUCTS INC,**  
**A WASHINGTON STATE CORPORATION**

**STATE OF WASHINGTON**  
**DEPARTMENT OF ENTERPRISE SERVICES**

By: Joe Chanes

By: Alexander Kenesson

Name: Joe Chanes

Name: Alexander Kenesson

Title: Sales Manager

Title: Procurement Supervisor

Date: 3-13-2023

Date: 3/13/2023

Exhibit A

Description	Container	Price per pound
<b>Category 1 - Type A Glass Bead</b>	<b>Truckload (≥24,000 Lbs.)</b>	
Manufacturer: Potters Industries, LLC Mfg. Number: ASHTO M 247 Brand/Name: Type 1 AC-110 Coating: Dual Coating	2400 lb Bag Pallet	\$ 0.55
	50 lb. Bag	\$ 0.55
	<b>Less-Than-Truckload (LTL) (&lt;24,000 Lbs.)</b>	
	2400 lb Bag Pallet	\$ 0.58
	50 lb. Bag	\$ 0.58
<b>Delivery fee if less than 4 pallets or 192 bags</b>	Fee per delivery	\$ 200.00

Description	Container	Price per pound
<b>Category 2 - Type B Glass Bead</b>	<b>Truckload (≥24,000 Lbs.)</b>	
Manufacturer: Potters Industries, LLC Mfg. Number: WA P 18+5 Brand/Name: VISIBEAD 11 TYPE B Coating: Dual Coating	2400 lb Bag Pallet	\$ 0.55
	50 lb. Bag	\$ 0.55
	<b>Less-Than-Truckload (LTL) (&lt;24,000 Lbs.)</b>	
	2400 lb Bag Pallet	\$ 0.58
	50 lb. Bag	\$ 0.58
<b>Delivery charge if less than 4 pallets or 192 bags</b>	Fee per delivery	\$ 225.00