

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
	Amendment No.:	5
Potters Industries, LLC 3222 Phoenixville Pike, Suite 103 Malvern, PA 19355	Effective Date:	July 1, 2025

**FIFTH AMENDMENT  
TO  
CONTRACT No. 08021  
RETROREFLECTIVE GLASS BEADS**

This Fifth 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 Potters Industries, LLC, a Delaware Limited Liability Company ("Contractor") and is dated as of July 1, 2025.

**RECITALS**

- A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 08021 dated effective as of February 1, 2022 ("Contract").
- B. The Parties previously amended the Contract as follows:
  - Amendment 1 effective March 17, 2023 (revised the EPA and Economic Adjustment provisions and replaced Exhibit B – Prices for Goods);
  - Amendment 2 effective February 1, 2024 (term extension and addition of new Nondiscrimination provision required by Washington State law);
  - Amendment 3 effective April 15, 2024 (replaced Exhibit B – Prices for Goods); and
  - Amendment 4 effective November 15, 2024 (addition of new Pay Equality provision required by Washington State law).
- C. The Parties now desire to amend the Contract to update pricing related to a price adjustment.
- D. The amendment set forth herein is within the scope of the Contract.

## 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. **PRICING.** The Contract pricing for the goods/services is hereby amended by deleting the existing ***Exhibit B – Prices for Goods*** in its entirety and inserting the attached ***Exhibit B – Prices for Goods*** (dated July 1, 2025). As of the effective date of this Amendment, any reference to ***Exhibit B – Prices for Goods*** shall be deemed to be a reference to the attached ***Exhibit B – Prices for Goods*** (dated July 1, 2025).
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.

**POTTERS INDUSTRIES, LLC,**  
**A DELAWARE LIMITED LIABILITY COMPANY**

By:   
\_\_\_\_\_  
Name:

Becky Tarkenton

Title: Contract Administrator

Date: 07/14/2025

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

By:   
\_\_\_\_\_  
Name: Jaime Bacon

Title: Enterprise Contract & Procurement Specialist 3

Date: 7/14/2025

*Exhibit B*  
*Prices for Goods (July 1, 2025)*

Description	Container	Price per pound
<b>Category 1 - Type A Glass Bead</b>	<b>Truckload (≥24,000 Lbs.)</b>	
Manufacturer: Potters Industries, LLC Brand/Name: A M247 TPI AC-110 Coating: Dual Coating	2400 Lb. Bag Pallet	\$0.58
	50 Lb. Bag	\$0.58
	2640 Lb. Drum Pallet	\$0.61
	660 Lb. Drum	\$0.61
	<b>Less-Than-Truckload (LTL) (&lt;24,000 Lbs.)</b>	
	2400 Lb. Bag Pallet	\$0.62
	50 Lb. Bag	\$0.62
	2640 Lb. Drum Pallet	\$0.65
	660 Lb. Drum	\$0.65
	Delivery	Included

Description	Container	Price per pound
<b>Category 2 - Type A Glass Bead</b>	<b>Truckload (≥24,000 Lbs.)</b>	
Manufacturer: Potters Industries, LLC Brand/Name: P18+5 Coating: Dual Coating	2400 Lb. Bag Pallet	\$0.77
	50 Lb. Bag	\$0.77
	2640 Lb. Drum Pallet	\$0.79
	660 Lb. Drum	\$0.79
	<b>Less-Than-Truckload (LTL) (&lt;24,000 Lbs.)</b>	
	2400 Lb. Bag Pallet	\$0.87
	50 Lb. Bag	\$0.87
	2640 Lb. Drum Pallet	\$0.89
	660 Lb. Drum	\$0.89
	Delivery	Included

Description	Container	Price per pound
<b>Category 3 - Composite Glass Bead</b>	<b>Truckload (≥24,000 Lbs.)</b>	
Manufacturer: Potters Industries, LLC Brand/Name: Visimax Plus Coating: Dual Coating	2400 Lb. Bag Pallet	\$5.94
	50 Lb. Bag	\$5.94
	2640 Lb. Drum Pallet	\$5.96
	660 Lb. Drum	\$5.96
	<b>Less-Than-Truckload (LTL) (&lt;24,000 Lbs.)</b>	
	2400 Lb. Bag Pallet	\$6.22
	50 Lb. Bag	\$6.22
	2640 Lb. Drum Pallet	\$6.24
	660 Lb. Drum	\$6.24
	Delivery	Included

Description	Container	Price per pound
<b>Category 4 - Drying Agent</b>	<b>Truckload (≥24,000 Lbs.)</b>	
Manufacturer: Potters Industries, LLC Brand/Name: Visilok	2400 Lb. Bag Pallet	\$2.77
	50 Lb. Bag	\$2.77
	2640 Lb. Drum Pallet	\$2.79
	660 Lb. Drum	\$2.79
	<b>Less-Than-Truckload (LTL) (&lt;24,000 Lbs.)</b>	
	2400 Lb. Bag Pallet	\$3.06
	50 Lb. Bag	\$3.06
	2640 Lb. Drum Pallet	\$3.08
	660 Lb. Drum	\$3.08
	Delivery	Included

Description	Container	Price per pound
<b>Category 5 - Type 3 Beads</b>	<b>Truckload (≥24,000 Lbs.)</b>	
Manufacturer: Potters Industries, LLC Brand/Name: L511 Coating: Dual Coating	2400 Lb. Bag Pallet	\$0.92
	50 Lb. Bag	\$0.92
	2640 Lb. Drum Pallet	\$0.94
	660 Lb. Drum	\$0.94
	<b>Less-Than-Truckload (LTL) (&lt;24,000 Lbs.)</b>	
	2400 Lb. Bag Pallet	\$1.09
	50 Lb. Bag	\$1.09
	2640 Lb. Drum Pallet	\$1.11
	660 Lb. Drum	\$1.11
	Delivery	Included

Description	Container	Price per pound
<b>Category 6 - Type 455 Beads</b>	<b>Truckload (≥24,000 Lbs.)</b>	
Manufacturer: Potters Industries, LLC Brand/Name: Visiultra 455 Coating: Dual Coating	2400 Lb. Bag Pallet	\$5.94
	50 Lb. Bag	\$5.94
	2640 Lb. Drum Pallet	\$5.96
	660 Lb. Drum	\$5.96
	<b>Less-Than-Truckload (LTL) (&lt;24,000 Lbs.)</b>	
	2400 Lb. Bag Pallet	\$6.22
	50 Lb. Bag	\$6.22
	2640 Lb. Drum Pallet	\$6.24
	660 Lb. Drum	\$6.24
	Delivery	Included

Description	Container	Price per pound
<b>Category 7 - Wet Recovery Beads</b>	<b>Truckload (≥24,000 Lbs.)</b>	
Manufacturer: Potters Industries, LLC Brand/Name: Visiultra Coating: Dual Coating	2400 Lb. Bag Pallet	\$7.05
	50 Lb. Bag	\$7.05
	2640 Lb. Drum Pallet	\$7.07
	660 Lb. Drum	\$7.07
	<b>Less-Than-Truckload (LTL) (&lt;24,000 Lbs.)</b>	
	2400 Lb. Bag Pallet	\$7.33
	50 Lb. Bag	\$7.33
	2640 Lb. Drum Pallet	\$7.35
	660 Lb. Drum	\$7.35
	Delivery	Included

Description	Container	Price per pound
<b>Category 8 - Wet Continuous Beads</b>	<b>Truckload (≥24,000 Lbs.)</b>	
Manufacturer: Potters Industries, LLC Brand/Name: Visiultra Coating: Dual Coating	2400 Lb. Bag Pallet	\$7.05
	50 Lb. Bag	\$7.05
	2640 Lb. Drum Pallet	\$7.07
	660 Lb. Drum	\$7.07
	<b>Less-Than-Truckload (LTL) (&lt;24,000 Lbs.)</b>	
	2400 Lb. Bag Pallet	\$7.33
	50 Lb. Bag	\$7.33
	2640 Lb. Drum Pallet	\$7.35
	660 Lb. Drum	\$7.35
	Delivery	Included

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
Potters Industries, LLC 3222 Phoenixville Pike, Suite 103 Malvern, PA 19355	Amendment No.:	4
	Effective Date:	November 15, 2024

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

This Fourth 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 Potters Industries, LLC, a Delaware Limited Liability Company (“Contractor”) and is dated as of November 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:
  - (1) Amendment 1 effective March 17, 2022 (revised the EPA and Economic Adjustment provisions and replaced Exhibit B – Prices for Goods); and
  - (2) Amendment 2 effective February 1, 2024 (term extension and addition of new Nondiscrimination provision required by Washington State law); and
  - (3) Amendment 3 effective April 15, 2024 (Economic Price Adjustment).
- C. The Parties now desire to amend the Contract to include a ‘pay equality provision’ as required by the Washington State Legislature. See [LAWS OF 2023, ch. 475](#), § 919(4).
- D. The amendment set forth herein is within the scope of the Contract.

**AGREEMENT**

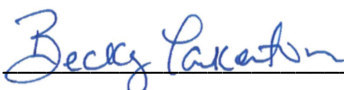
**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **PAY EQUALITY.** The following provision is added to the end of section 4 (General Provisions) as a new subsection:

- 4.18 WASHINGTON STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS. Contractor represents and warrants that, among Contractor's employees, 'similarly employed' individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for Contractor's workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.
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.

**POTTERS INDUSTRIES, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY**

By: 

Name: Becky Tarkenton

Title: Contract Administrator

Date: 02/17/2025

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By: Theresa Jensen Digitally signed by Theresa Jensen  
Date: 2025.02.20 16:58:23 -08'00'

Name: Theresa Jensen

Title: Procurement Supervisor

Date: 2/20/2025



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
Potters Industries, LLC 3222 Phoenixville Pike, Suite 103 Malvern, PA 19355	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.

**POTTERS INDUSTRIES, LLC,**  
**A DELAWARE LIMITED LIABILITY COMPANY**

By:   
Name: Becky Tarkenton  
Title: Contract Administrator  
Date: 04/08/2024

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

By: Theresa Jensen Digitally signed by Theresa Jensen  
Date: 2024.04.08 14:35:35 -07'00'  
Name: Theresa Jensen  
Title: Procurement Supervisor  
Date: April 8, 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 Brand/Name: A M247 TPI AC-110 Coating: Dual Coating	2400 lb Bag Pallet	\$ 0.57
	50 lb. Bag	\$ 0.57
	2640 lb Drum Pallet	\$ 0.60
	660 lb. Drum	\$ 0.60
	<b>Less-Than-Truckload (LTL) (&lt;24,000 Lbs.)</b>	
	2400 lb. Bag Pallet	\$ 0.61
	50 lb. Bag	\$ 0.61
	2640 lb Drum Pallet	\$ 0.64
	660 lb Drum	\$ 0.64
	Delivery	Included

Description	Container	Price per pound
<b>Category 2 - Type A Glass Bead</b>	<b>Truckload (≥24,000 Lbs.)</b>	
Manufacturer: Potters Industries, LLC Brand/Name: P18+5 Coating: Dual Coating	2400 lb Bag Pallet	\$ 0.76
	50 lb. Bag	\$ 0.76
	2640 lbs Drum Pallet	\$ 0.78
	660 lb Drum	\$ 0.78
	<b>Less-Than-Truckload (LTL) (&lt;24,000 Lbs.)</b>	
	2400 lb Bag Pallet	\$ 0.86
	50 lb. Bag	\$ 0.86
	2640 lbs Drum Pallet	\$ 0.88
	660 lb Drum	\$ 0.88
	Delivery	Included

Description	Container	Price per pound
<b>Category 3 - Composite Glass Bead</b>	<b>Truckload (≥24,000 Lbs.)</b>	
Manufacturer: Potters Industries, LLC Brand/Name: Visimax Plus Coating: Dual Coating	2400 lb Bag Pallet	\$ 5.86
	50 lb. Bag	\$ 5.86
	2640 lbs Drum Pallet	\$ 5.88
	660 lb Drum	\$ 5.88
	<b>Less-Than-Truckload (LTL) (&lt;24,000 Lbs.)</b>	
	2400 lb Bag Pallet	\$ 6.14
	50 lb. Bag	\$ 6.14
	2640 lbs Drum Pallet	\$ 6.16
	660 lb Drum	\$ 6.16

	Delivery	Included
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Description	Container	Price per pound
<b>Category 4 - Drying Agent</b>	<b>Truckload (≥24,000 Lbs.)</b>	
Manufacturer: Potters Industries, LLC Brand/Name: Visilok	2400 lb Bag Pallet	\$ 2.62
	50 lb. Bag	\$ 2.62
	2640 lbs Drum Pallet	\$ 2.64
	660 lb Drum	\$ 2.64
	<b>Less-Than-Truckload (LTL) (&lt;24,000 Lbs.)</b>	
	2400 lb Bag Pallet	\$ 2.89
	50 lb. Bag	\$ 2.89
	2640 lbs Drum Pallet	\$ 2.91
	660 lb Drum	\$ 2.91
	Delivery	Included

Description	Container	Price per pound
<b>Category 5 - Type 3 Beads</b>	<b>Truckload (≥24,000 Lbs.)</b>	
Manufacturer: Potters Industries, LLC Brand/Name: L511 Coating: Dual Coating	2400 lb Bag Pallet	\$ 0.91
	50 lb. Bag	\$ 0.91
	2640 lbs Drum Pallet	\$ 0.93
	660 lb Drum	\$ 0.93
	<b>Less-Than-Truckload (LTL) (&lt;24,000 Lbs.)</b>	
	2400 lb Bag Pallet	\$ 1.08
	50 lb. Bag	\$ 1.08
	2640 lbs Drum Pallet	\$ 1.10
	660 lb Drum	\$ 1.10
	Delivery	Included

Description	Container	Price per pound
<b>Category 6 - Type 455 Beads</b>	<b>Truckload (≥24,000 Lbs.)</b>	
Manufacturer: Potters Industries, LLC Brand/Name: Visiultra 455 Coating: Dual Coating	2400 lb Bag Pallet	\$ 5.86
	50 lb. Bag	\$ 5.86
	2640 lbs Drum Pallet	\$ 5.88
	660 lb Drum	\$ 5.88
	<b>Less-Than-Truckload (LTL) (&lt;24,000 Lbs.)</b>	
	2400 lb Bag Pallet	\$ 6.14
	50 lb. Bag	\$ 6.14
	2640 lbs Drum Pallet	\$ 6.16
	660 lb Drum	\$ 6.16

	Delivery	Included
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Description	Container	Price per pound
<b>Category 7 - Wet Recovery Beads</b>	<b>Truckload (≥24,000 Lbs.)</b>	
Manufacturer: Potters Industries, LLC Brand/Name: Visiultra Coating: Dual Coating	2400 lb Bag Pallet	\$ 6.96
	50 lb. Bag	\$ 6.96
	2640 lbs Drum Pallet	\$ 6.98
	660 lb Drum	\$ 6.98
	<b>Less-Than-Truckload (LTL) (&lt;24,000 Lbs.)</b>	
	2400 lb Bag Pallet	\$ 7.24
	50 lb. Bag	\$ 7.24
	2640 lbs Drum Pallet	\$ 7.26
	660 lb Drum	\$ 7.26
	Delivery	Included

Description	Container	Price per pound
<b>Category 8 - Wet Continuous Beads</b>	<b>Truckload (≥24,000 Lbs.)</b>	
Manufacturer: Potters Industries, LLC Brand/Name: Visiultra Coating: Dual Coating	2400 lb Bag Pallet	\$ 6.96
	50 lb. Bag	\$ 6.96
	2640 lbs Drum Pallet	\$ 6.98
	660 lb Drum	\$ 6.98
	<b>Less-Than-Truckload (LTL) (&lt;24,000 Lbs.)</b>	
	2400 lb Bag Pallet	\$ 7.24
	50 lb. Bag	\$ 7.24
	2640 lbs Drum Pallet	\$ 7.26
	660 lb Drum	\$ 7.26
	Delivery	Included

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
Potters Industries, LLC 3222 Phoenixville Pike, Suite 103 Malvern, PA 19355	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 Potters Industries, LLC, a Delaware Limited Liability Company (“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.**

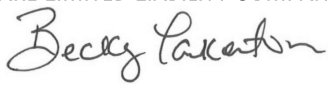
- (a) **Nondiscrimination Requirement.** During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement 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.

**POTTERS INDUSTRIES, LLC,**  
**A DELAWARE LIMITED LIABILITY COMPANY**

By: 

Name: Becky Tarkenton

Title: Contract Administrator

Date: 04/05/2024

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

By: Theresa Jensen Digitally signed by Theresa Jensen  
Date: 2024.04.08 07:52:02 -07'00'

Name: Theresa Jensen

Title: Procurement Supervisor

Date: April 8, 2024



State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	08021
Potters Industries, LLC 3222 Phoenixville Pike, Suite 103 Malvern, PA 19355	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 Potters Industries, LLC, a Delaware Limited Liability Company ("Contractor") and is dated as of March 17, 2023.

**R E C I T A L S**

- 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.

**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. **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.

**POTTERS INDUSTRIES, LLC,**  
**A DELAWARE LIMITED LIABILITY COMPANY**

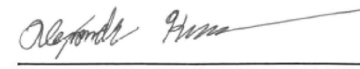
By: 

Name: Yvonne Harris

Title: Contract Administrator

Date: March 16, 2023

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

By: 

Name: Alexander Kenesson

Title: Procurement Supervisor

Date: 3/20/2023

Exhibit A

Potters Industries, LLC		
3222 Phoenixville Pike, Suite 103 Malvern, PA 19355 Yvonne Harris Ph: 445-895-3209 Ph: 1-800-552-3237 <a href="mailto:yvonne.harris@pottersindustries.com">yvonne.harris@pottersindustries.com</a>		
Description	Container	Price per pound
<b>Category 1 - Type A Glass Bead</b>	<b>Truckload (≥24,000 Lbs.)</b>	
Manufacturer: Potters Industries, LLC Brand/Name: A M247 TPI AC-110 Coating: Dual Coating	2400 lb Bag Pallet	\$ 0.54
	50 lb. Bag	\$ 0.54
	2640 lb Drum Pallet	\$ 0.57
	660 lb. Drum	\$ 0.57
	<b>Less-Than-Truckload (LTL) (&lt;24,000 Lbs.)</b>	
	2400 lb. Bag Pallet	\$ 0.59
	50 lb. Bag	\$ 0.59
	2640 lb Drum Pallet	\$ 0.61
	660 lb Drum	\$ 0.61
	Delivery	Included

Description	Container	Price per pound
<b>Category 2 - Type A Glass Bead</b>	<b>Truckload (≥24,000 Lbs.)</b>	
Manufacturer: Potters Industries, LLC Brand/Name: P18+5 Coating: Dual Coating	2400 lb Bag Pallet	\$ 0.72
	50 lb. Bag	\$ 0.72
	2640 lbs Drum Pallet	\$ 0.74
	660 lb Drum	\$ 0.74
	<b>Less-Than-Truckload (LTL) (&lt;24,000 Lbs.)</b>	
	2400 lb Bag Pallet	\$ 0.83
	50 lb. Bag	\$ 0.83
	2640 lbs Drum Pallet	\$ 0.85
	660 lb Drum	\$ 0.85
	Delivery	Included

Description	Container	Price per pound
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Category 3 - Composite Glass Bead	Truckload (≥24,000 Lbs.)	
Manufacturer: Potters Industries, LLC Brand/Name: Visimax Plus Coating: Dual Coating	2400 lb Bag Pallet	\$ 5.83
	50 lb. Bag	\$ 5.83
	2640 lbs Drum Pallet	\$ 5.85
	660 lb Drum	\$ 5.85
	Less-Than-Truckload (LTL) (<24,000 Lbs.)	
	2400 lb Bag Pallet	\$ 6.11
	50 lb. Bag	\$ 6.11
	2640 lbs Drum Pallet	\$ 6.13
	660 lb Drum	\$ 6.13
	Delivery	Included

Description	Container	Price per pound
Category 4 - Drying Agent	Truckload (≥24,000 Lbs.)	
Manufacturer: Potters Industries, LLC Brand/Name: Visilok	2400 lb Bag Pallet	\$ 2.59
	50 lb. Bag	\$ 2.59
	2640 lbs Drum Pallet	\$ 2.61
	660 lb Drum	\$ 2.61
	Less-Than-Truckload (LTL) (<24,000 Lbs.)	
	2400 lb Bag Pallet	\$ 2.86
	50 lb. Bag	\$ 2.86
	2640 lbs Drum Pallet	\$ 2.88
	660 lb Drum	\$ 2.88
	Delivery	Included

Description	Container	Price per pound
Category 5 - Type 3 Beads	Truckload (≥24,000 Lbs.)	
Manufacturer: Potters Industries, LLC Brand/Name: L511 Coating: Dual Coating	2400 lb Bag Pallet	\$ 0.88
	50 lb. Bag	\$ 0.88
	2640 lbs Drum Pallet	\$ 0.90
	660 lb Drum	\$ 0.90
	Less-Than-Truckload (LTL) (<24,000 Lbs.)	
	2400 lb Bag Pallet	\$ 1.05
	50 lb. Bag	\$ 1.05
	2640 lbs Drum Pallet	\$ 1.07
	660 lb Drum	\$ 1.07
	Delivery	Included

Description	Container	Price per pound
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Category 6 - Type 455 Beads	Truckload (≥24,000 Lbs.)	
Manufacturer: Potters Industries, LLC Brand/Name: Visiultra 455 Coating: Dual Coating	2400 lb Bag Pallet	\$ 5.83
	50 lb. Bag	\$ 5.83
	2640 lbs Drum Pallet	\$ 5.85
	660 lb Drum	\$ 5.85
	Less-Than-Truckload (LTL) (<24,000 Lbs.)	
	2400 lb Bag Pallet	\$ 6.11
	50 lb. Bag	\$ 6.11
	2640 lbs Drum Pallet	\$ 6.13
	660 lb Drum	\$ 6.13
	Delivery	Included

Description	Container	Price per pound
Category 7 - Wet Recovery Beads	Truckload (≥24,000 Lbs.)	
Manufacturer: Potters Industries, LLC Brand/Name: Visiultra Coating: Dual Coating	2400 lb Bag Pallet	\$ 6.93
	50 lb. Bag	\$ 6.93
	2640 lbs Drum Pallet	\$ 6.95
	660 lb Drum	\$ 6.95
	Less-Than-Truckload (LTL) (<24,000 Lbs.)	
	2400 lb Bag Pallet	\$ 7.21
	50 lb. Bag	\$ 7.21
	2640 lbs Drum Pallet	\$ 7.23
	660 lb Drum	\$ 7.23
	Delivery	Included

Description	Container	Price per pound
Category 8 - Wet Continuous Beads	Truckload (≥24,000 Lbs.)	
Manufacturer: Potters Industries, LLC Brand/Name: Visiultra Coating: Dual Coating	2400 lb Bag Pallet	\$ 6.93
	50 lb. Bag	\$ 6.93
	2640 lbs Drum Pallet	\$ 6.95
	660 lb Drum	\$ 6.95
	Less-Than-Truckload (LTL) (<24,000 Lbs.)	
	2400 lb Bag Pallet	\$ 7.21
	50 lb. Bag	\$ 7.21
	2640 lbs Drum Pallet	\$ 7.23
	660 lb Drum	\$ 7.23
	Delivery	Included