

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	11021
Pelican Chemicals, INC 5920 Sandpiper Drive Missoula, MT 59808	Amendment No.:	3
	Effective Date:	04-15-2024

**THIRD AMENDMENT  
TO  
CONTRACT NO. 11021  
SNOW & ICE CONTROL PRODUCTS**

This Third Amendment (“Amendment”) to Contract No. 11021 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 Pelican Chemicals, Inc, a Montana Corporation (“Contractor”) and is dated and effective as of April 15, 2024.

**RECITALS**

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 11021 dated effective as of August 1, 2022 (“Contract”).
- B. The Parties previously amended the Contract as follows:
  - i. Amendment 1 effective October 3, 2022 (establishing 80/120 commitments for 2022-2023 winter season);
  - ii. Amendment 2 effective October 1, 2023 (economic price adjustment);
- C. The parties now desire to amend the Contract to revise the Economic Adjustment requirements, the 80/120 Annual Purchase Volume Commitment provision (and provide for and attach an 80/120 Annual Purchase Volume Commitment Form for Purchasers to utilize at their discretion), and the Insurance Requirements, and 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. **ECONOMIC ADJUSTMENT.** Section 3.3 of the Contract, titled Economic Adjustment is hereby amended by deleting such provisions in their entirety and inserting the following in lieu thereof:

ECONOMIC PRICE ADJUSTMENT. Prices as set forth in *Exhibit B – Prices for Goods*, may be adjusted as set forth herein.

- (a) Price Adjustment for PPI Changes. Beginning April 1, 2024, and annually thereafter, Contractor may request an economic price adjustment (EPA) to prices incorporated by reference as set forth in *Exhibit B – Prices For Goods*. Requests for EPA must be requested in writing and emailed to the Enterprise Service’s Contract Administrator and received by Enterprise Services between April 1st and April 30th of each year. Contractor’s EPA request cannot exceed the annual average percentage changes in the United States Department of Labor, Bureau of Labor and Statistics (BLS) Producer Price Indices (PPI) as set forth in the formula below. Once Contractor’s timely EPA request is received, Enterprise Services will analyze the PPI data to determine the appropriate EPA. Contract prices, as adjusted by an EPA shall be effective thereafter, beginning July 1st; *Provided*, however, that the parties must timely execute a contract amendment to incorporate such price adjustments. If Contractor does not timely submit an EPA request to Enterprise Services, there shall be no EPA allowed on the Contract for that the applicable period, and the following year the EPA shall not be retroactive nor cumulative to account for unrequested EPAs. Enterprise Services shall have the right to review PPI data annually and, if such PPI data reflects a substantial decrease in the annual average PPI, the parties shall amend the Contract to decrease the Contract prices accordingly.

The economic price adjustment shall be calculated as follows:

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

The “Current Period Index” is the average of the most recent twelve months of BLS Index values, and the “Base Period Index” is the average of the twelve months of BLS Index values prior to the Current Period Index.

PPI values, including those that are preliminary at the time of the request, will be utilized in the analysis.

CATEGORY	PPI NAME	PPI CODE	CATEGORY A-1 CORROSION INHIBITOR FOR SODIUM CHLORIDE BRINE PERCENTAGE	CATEGORY A-3 CORROSION INHIBITOR FOR SODIUM CHLORIDE PERCENTAGE
Rock Salt	PPI Commodity data for Chemicals and allied products-Rock salt, not seasonally adjusted	WPU06130271		

CATEGORY	PPI NAME	PPI CODE	CATEGORY A-1 CORROSION INHIBITOR FOR SODIUM CHLORIDE BRINE PERCENTAGE	CATEGORY A-3 CORROSION INHIBITOR FOR SODIUM CHLORIDE PERCENTAGE
Chemical Manufacturing	PPI Industry data for Other basic inorganic chemical manufacturing – Primary products, not seasonally adjusted	PCU32518032518P	60%	60%
Rail Transportation	PPI industry sub-sector data for Rail transportation, not seasonally adjusted	PCU482---482---		
Truck Transportation	PPI industry sub-sector data for Truck transportation, not seasonally adjusted	PCU484---484---	40%	40%
Deep Sea Transportation	PPI industry data for Deep Sea Freight Transportation, not seasonally adjusted	PCU483111483111		

(b) Price Adjustment for Diesel Fuel Surcharges or Credit to the Purchaser (“Costs”). Beginning April 1, 2024, as set forth in this section, for each invoice, Contractor, as appropriate based on diesel fuel cost changes, shall:

- Include a diesel fuel surcharge to the Purchaser (in the event of an increase in diesel fuel costs resulting in an adjustment);
- Include an invoice credit to the Purchaser (in the event of a decrease in diesel fuel costs resulting in an adjustment); or
- State that there is no applicable diesel fuel surcharge or invoice credit (in the event that diesel fuel costs are unchanged, or the change is insufficient to result in an adjustment).

Price adjustments for diesel fuel costs shall be determined and calculated as follows:

- Baseline Diesel Fuel Cost. The parties shall utilize a baseline price for diesel fuel, which shall be the contract average rack price per gallon for ultra-low #2 diesel fuel (ULSD #2 Clear) for Spokane, Washington for March 20, 2024 as reported by the Oil Price Information Service (OPIS) in the OPIS Report subscribed to and received by Enterprise Services.
- Determining Diesel Fuel Cost Changes. The Contract Administrator shall verify and record the OPIS pricing for March 20, 2024 (the baseline price) and, during the

remainder of the Contract, for the 20th of each month (or nearest business day). Enterprise Services shall calculate and determine whether diesel fuel cost have increased, decreased, or remained the same and post the relevant data to the Enterprise Services' contract webpage.

- Diesel Fuel Cost Adjustments. The Parties agree that, notwithstanding diesel fuel price changes, there shall be no diesel fuel price adjustment unless the price change (whether an increase or a decrease) is five percent (5%) or more from the Baseline Diesel Fuel Price, this change would be reflected in a Diesel Fuel Cost adjustment. If, however, the price change increase or decrease is less than five percent (5%), there shall not be a Diesel Fuel Cost adjustment. The diesel fuel price adjustment shall be \$0.01 per mile for every \$0.05 change in diesel fuel price and shall be applied to the established miles between points in the Purchase Order. Mileage shall be disclosed on each invoice and may be verified by the Purchaser prior to acceptance of a Diesel Fuel Costs.

*Example 1 (OPIS Increase):*

- Baseline price of diesel fuel is \$3.00/gallon.
- OPIS reports the new diesel fuel price is \$3.15/gallon.
- The price change is \$0.15/gallon  $\$3.15$  (new price per gallon) -  $\$3.00$  (baseline price per gallon) =  $\$0.15$  (price change per gallon).
- The price change is five percent (5%)  $\$3.15$  (new price per gallon) -  $\$3.00$  (baseline price per gallon) =  $\$0.15$  (price change), and  $\$.15$  (price change) /  $\$3.00$  (baseline price per gallon) =  $.05$ , which is five percent (5%) or more, which is the threshold for a diesel fuel price adjustment).
- Accordingly, Contractor may include a Diesel Fuel Surcharge of \$0.03/mile (which is the \$0.01/per mile for every \$0.05 change in the diesel fuel price and here there is a \$0.15 change and  $\$0.15/\$0.05 = 3$ ).
- If Contractor's mileage for Purchaser is 100 miles round trip, Contractor may include a Diesel Fuel Surcharge of \$3.00 [ $\$0.03/\text{mile} \times 100 \text{ miles} = \$3.00$ ].

*Example 2 (OPIS Decrease):*

- Baseline price of diesel fuel is \$3.00/gallon.

- OPIS reports the new diesel fuel price is \$2.70/gallon.
- The price change is ten percent (10%) [ $\$3.00$  (baseline price per gallon) -  $\$2.70$  (new price per gallon) =  $\$0.30$  (price change), and  $\$3.00$  (baseline price)/ $\$0.30$  (price change) = 10 percent], which is five percent (5%) or more, which is the threshold for a diesel fuel price adjustment).
- Contractor must credit  $\$0.06$ /mile (which is the  $\$0.01$ /per mile for every  $\$0.05$  change in the diesel fuel price and here there is a  $\$0.30$  change and  $\$0.30/\$0.05 = 6$ ).
- If Contractor's mileage for Purchaser is 100 miles round trip, Contractor must include a Diesel Fuel Credit to Purchaser in the amount of  $\$6.00$ .
- Effective date of price adjustment for diesel fuel costs. Price adjustments for diesel fuel costs, if applicable, shall be effective on the first day of the subsequent month. The parties understand and agree that such adjustments shall be considered an administrative action and shall not require an amendment to this Contract.

Contractor will invoice a separate line item indicating diesel fuel credit and mileage. If the fuel price returns to the baseline, surcharges may no longer be charged.

2. 80 / 120 VOLUME COMMITMENTS. Section 9 of the Contract is hereby amended by deleting the existing Section 9 in its entirety and inserting the following in lieu thereof:

**9. 80/120 ANNUAL PURCHASE VOLUME COMMITMENTS.**

9.1 80/120 ANNUAL PURCHASE VOLUME COMMITMENT. Pursuant to this Contract, Contractor shall enable Purchasers to Participate, subject to the terms and conditions set forth herein, in an '80/120 Annual Purchase Volume Commitment' program. Such 80/120 Annual Purchase Volume Commitment requires Purchaser to notify Contractor of its intended annual purchase target volume and requires Purchaser to guarantee to Contractor that Purchaser shall pay for 80% of such target volume regardless of whether Purchaser's actual orders reach 80% of the target volume. Similarly, Contractor guarantees to Purchaser that, if requested by Purchaser, Contractor shall deliver to Purchaser up to 120% of such target volume within the agreed upon time period.

9.2 PURCHASER OPTION TO PARTICIPATE. Purchasers, optionally at their discretion, shall have the right, on an annual basis, to participate in an 80/120 Annual Purchase Volume Commitment for the products identified below subject to the following:

- (a) To participate in an 80/120 Annual Purchase Volume Commitment, Purchaser timely must submit to Contractor the

80/120 Annual Purchase Volume Commitment Form no later than August 31st;

- (b) Purchaser's 80/120 Annual Purchase Volume Commitment Form must state a 'target volume' representing 100% of Purchaser's estimated aggregate need, by included product, for such snow and ice control products for the coming snow season. The aggregate volume commitments total shall include the products purchased between July 1st of the current year and June 30th of the following year.
- (c) Contractor shall sign Purchaser's 80/120 Annual Volume Commitment Form and return the same to Purchaser no later than September 15th of each year.
- (d) Pursuant to the 80/120 Annual Purchase Volume Commitment, Purchaser guarantees to Contractor that Purchaser shall pay for 80% of Purchaser's stated target volume regardless of whether Purchaser's actual orders reach 80% of such target volume.
- (e) Pursuant to the 80/120 Annual Purchase Volume Commitment, Contractor guarantees to Purchaser that, if requested by Purchaser, Contractor shall deliver to Purchaser up to 120% of Purchaser's target volume within the agreed upon time period-

9.3 SNOW & ICE PRODUCTS INCLUDED IN THE 80/120 ANNUAL PURCHASE VOLUME COMMITMENT. Contractor shall allow Purchasers to include each of the following products in an 80/120 Annual Purchase Volume Commitment:

- Category 1: Corrosion Inhibited Liquid Magnesium Chloride;
- Category 2: Corrosion Inhibited Liquid Calcium Chloride;
- Category 4C: Corrosion Inhibited Solid Sodium Chloride - Grade 2;
- Category 8A-R: Standard Gradation Road Salt; and
- Category 8B: Standard Gradation Road Salt, Insoluble Material.

3. NONDISCRIMINATION. The following provision is added as a new Section 19.24 to the Contract:

19.24. 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.

4. INSURANCE REQUIREMENTS. The Contract is hereby amended by deleting the existing **Exhibit C – Insurance Requirements** in its entirety and inserting the attached **Exhibit C – Insurance Requirements** (dated April 15, 2024). As of the effective date of this Amendment, any reference to **Exhibit C – Insurance Requirements** shall be deemed to be a reference to the attached **Exhibit C – Insurance Requirements** (dated April 15, 2024).
5. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
6. 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.
7. 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.

- 8. 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.
- 9. 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.

**PELICAN CHEMICALS, INC.**  
**A MONTANA CORPORATION**

By: Sara Biddle  
Name: Sara Biddle  
Title: Chief Administrative Officer  
Date: 04/11/2024

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

By: Theresa Jensen Digitally signed by Theresa Jensen  
Date: 2024.04.12 05:58:39 -07'00'  
Name: Theresa Jensen  
Title: Procurement Supervisor  
Date: April 12, 2024



**INSURANCE REQUIREMENTS  
DATED APRIL 15, 2024**

1. **INSURANCE OBLIGATION.** During the Term of this Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
  - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
  - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
  - c. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
  - d. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** (If applicable, as set forth below) Commercial automobile liability insurance covering the ownership, maintenance, and/or use of all owned/leased, non-owned, and hired vehicles used in the performance of the Contract, with limits of not less than \$5,000,000 per accident, with a combined single limit for bodily injury and property damage liability. Coverage shall be provided on Insurance Services Office (ISO) form number CA 00 01 or an equivalent. If pollutants are to be transported, MCS 90 and CA 9948 (in transit pollution risks coverage) endorsements are required unless in-transit pollution risk is covered under a pollution liability insurance policy.
  - e. **POLLUTION LIABILITY INSURANCE.** (If applicable, as set forth below) Pollution Liability applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$5,000,000 aggregate per policy period of one year. The Pollution Liability policy shall be endorsed to include pollution coverage while in transit, covering materials to be transported by Contractor pursuant to the Contract.
  - f. **TRANSPORTATION POLLUTION LIABILITY COVERAGE.** (If applicable, as set forth below) Transportation pollution liability insurance in an amount not less than \$2,000,000 per occurrence and \$5,000,000 aggregate.

Contractor must have either a Transportation Pollution Liability Insurance, or as an alternative have a Commercial Automobile Liability or Pollution Liability policy as long as such policy is endorsed to include any pollution related claim or occurrence when the Goods are in transit to the Purchasers. If the Contractor uses a third-party commercial transportation provider to deliver all Goods to the Purchasers under this Contract, and such provider has the pollution related coverages as required above, the Contractor does not need to have their own the pollution insurance coverages.

The required limits can be satisfied by any combination of primary, umbrella, or excess policy. The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) calendar days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract.** All certificates of Insurance and any related insurance documents shall be delivered to Enterprise Services by email to the email address set forth below or to such other address or email address as Enterprise Services may specify in writing:

[descontractsteamcedar@des.wa.gov](mailto:descontractsteamcedar@des.wa.gov)

**Email**                      *Note:* The Email Subject line must state:  
Contract Insurance Certificate – Statewide Contract No. 11021 – Snow & Ice Control Products

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) calendar days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.
9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract. \* \* \* END OF INSURANCE REQUIREMENTS \* \* \*

PRICES FOR GOODS  
DATED APRIL 15, 2024

**Category A-1**  
**Corrosion Inhibiter for Sodium Chloride Brine**

Application %:	28%
Product:	Headwaters Corrosion Inhibitor
Drop Shipment:	150

**WSDOT Region 1 Northwest**

Order/Delivery Area	3 Days	7 Days
Maintenance Area 1	\$ 1,412.95	\$ 1,366.62
Maintenance Area 2	\$ 1,412.95	\$ 1,366.62
Maintenance Area 3	\$ 1,412.95	\$ 1,366.62
Maintenance Area 4	\$ 1,412.95	\$ 1,366.62
Maintenance Area 5	\$ 1,412.95	\$ 1,366.62

**WSDOT Region 3 Olympic**

Order/Delivery Area	3 Days	7 Days
Maintenance Area 1	\$ 1,450.95	\$ 1,403.38
Maintenance Area 2	\$ 1,450.95	\$ 1,403.38
Maintenance Area 3	\$ 1,450.95	\$ 1,403.38
Maintenance Area 4	\$ 1,450.95	\$ 1,403.38

**WSDOT Region 4 Southwest**

Order/Delivery Area	3 Days	7 Days
Maintenance Area 1	\$ 1,418.74	\$ 1,372.23
Maintenance Area 2	\$ 1,418.74	\$ 1,372.23
Maintenance Area 3	\$ 1,418.74	\$ 1,372.23
Maintenance Area 4	\$ 1,418.74	\$ 1,372.23

**WSDOT Region 6 Eastern**

Order/Delivery Area	3 Days	7 Days
Maintenance Area 1	\$ 1,260.92	\$ 1,219.58
Maintenance Area 2	\$ 1,260.92	\$ 1,219.58
Maintenance Area 3	\$ 1,260.92	\$ 1,219.58
Maintenance Area 4	\$ 1,260.92	\$ 1,219.58

**Category A-3  
Corrosion Inhibitor for Sodium Chloride**

Application %:	49%
Product:	Headwaters HOT
Drop Shipment:	150

**WSDOT Region 1 Northwest**

Order/Delivery Area	3 Days	7 Days
Maintenance Area 1	\$ 636.72	\$ 618.54
Maintenance Area 2	\$ 636.72	\$ 618.54
Maintenance Area 3	\$ 636.72	\$ 618.54
Maintenance Area 4	\$ 636.72	\$ 618.54
Maintenance Area 5	\$ 636.72	\$ 618.54

**WSDOT Region 2 North Central**

Order/Delivery Area	3 Days	7 Days
Maintenance Area 1	\$ 605.42	\$ 588.17
Maintenance Area 2	\$ 605.42	\$ 588.17
Maintenance Area 3	\$ 605.42	\$ 588.17

**WSDOT Region 3 Olympic**

Order/Delivery Area	3 Days	7 Days
Maintenance Area 1	\$ 669.70	\$ 650.56
Maintenance Area 2	\$ 669.70	\$ 650.56
Maintenance Area 3	\$ 669.70	\$ 650.56
Maintenance Area 4	\$ 669.70	\$ 650.56

**WSDOT Region 4 Southwest**

Order/Delivery Area	3 Days	7 Days
Maintenance Area 1	\$ 641.75	\$ 623.42
Maintenance Area 2	\$ 641.75	\$ 623.42
Maintenance Area 3	\$ 641.75	\$ 623.42
Maintenance Area 4	\$ 641.75	\$ 623.42

**WSDOT Region 5 South Central**

Order/Delivery Area	3 Days	7 Days
Maintenance Area 1	\$ 574.82	\$ 557.91
Maintenance Area 2	\$ 574.82	\$ 557.91
Maintenance Area 3	\$ 574.82	\$ 557.91
Maintenance Area 4	\$ 574.82	\$ 557.91

WSDOT Region 6 Eastern

Order/Delivery Area	3 Days		7 Days	
Maintenance Area 1	\$	572.13	\$	553.67
Maintenance Area 2	\$	572.13	\$	553.67
Maintenance Area 3	\$	572.13	\$	553.67
Maintenance Area 4	\$	572.13	\$	553.67

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	11021
Pelican Chemicals, Inc. 5920 Sandpiper Drive Missoula, MT 59808	Amendment No.:	2
	Effective Date:	10-1-2023

**SECOND AMENDMENT  
TO  
CONTRACT NO. 11021  
SNOW & ICE CONTROL PRODUCTS**

This Second Amendment (“Amendment”) to Contract No. 11021 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 Pelican Chemicals Incorporated, a Montana corporation (“Contractor”) and is dated and effective as of October 1, 2023.

R E C I T A L S

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 11021 dated effective as of August 1, 2022 (“Contract”).
- B. The Parties previously amended the Contract October 3, 2022 to reflect order commitments for 80/120 for the winter 2022-2023 season.
- C. The Parties now desire to amend the Contract to update pricing.
- D. The amendment set forth herein is within the scope of the Contract.

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 previously amended, as follows:

1. ECONOMIC PRICE ADJUSTMENT. Pursuant to section 3.3 of the contract, the 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 October 1, 2023. These prices include the agreed economic adjustment from Bureau of Labor and Statistics (BLS) index/indices: 3.60% PPI series WPU6130271; 19.26% PPI series PCU325180325180p; 6.84% PPI series PCU482482; 5.43% PPI series PCU484484; 20.70% PPI series PCU483111483111. Increases are based on individual vendor weighted adjustments per contractual agreements. The final negotiated weighted adjustment for this vendor is 14.02%. The contract pricing for the goods is hereby amended by deleting the existing Exhibit B – Prices for Goods in its entirety and inserting the attached Exhibit B – Prices for Goods October 1, 2023.

2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. An electronic signature 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.

**PELICAN CHEMICALS, INC**  
**A MONTANA CORPORATION**

By: Sara Biddle  
 Name: Sara Biddle  
 Title: Chief Administrative Officer  
 Date: 09/25/2023

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

By: Theresa Jensen Digitally signed by Theresa Jensen  
Date: 2023.10.10 12:21:31 -07'00'  
 Name: Theresa Jensen  
 Title: Procurement Supervisor  
 Date: 10/10/2023



**Category A1  
Corrosion Inhibiter for Sodium Chloride Brine**

Application %:	28%
Product:	Headwaters Corrosion Inhibitor
Drop Shipment:	150

**WSDOT Region 1 Northwest**

Order/Delivery Area	3 Days	7 Days
Maintenance Area 1	\$ 1412.95	\$ 1366.62
Maintenance Area 2	\$ 1412.95	\$ 1366.62
Maintenance Area 3	\$ 1412.95	\$ 1366.62
Maintenance Area 4	\$ 1412.95	\$ 1366.62
Maintenance Area 5	\$ 1412.95	\$ 1366.62
	\$ 1412.95	\$ 1366.62

**WSDOT Region 3 Olympic**

Order/Delivery Area	3 Days	7 Days
Maintenance Area 1	\$ 1450.95	\$ 1403.38
Maintenance Area 2	\$ 1450.95	\$ 1403.38
Maintenance Area 3	\$ 1450.95	\$ 1403.38
Maintenance Area 4	\$ 1450.95	\$ 1403.38
	\$ 1450.95	\$ 1403.38

**WSDOT Region 4 Southwest**

Order/Delivery Area	3 Days	7 Days
Maintenance Area 1	\$ 1418.74	\$ 1372.23
Maintenance Area 2	\$ 1418.74	\$ 1372.23
Maintenance Area 3	\$ 1418.74	\$ 1372.23
Maintenance Area 4	\$ 1418.74	\$ 1372.23
	\$ 1418.74	\$ 1372.23

**WSDOT Region 6 Eastern**

Order/Delivery Area	3 Days	7 Days
Maintenance Area 1	\$ 1260.92	\$ 1219.58
Maintenance Area 2	\$ 1260.92	\$ 1219.58
Maintenance Area 3	\$ 1260.92	\$ 1219.58
Maintenance Area 4	\$ 1260.92	\$ 1219.58

**Category A3  
Corrosion Inhibitor for Sodium Chloride**

Application %:	49%
Product:	Headwaters HOT
Drop Shipment:	150

**WSDOT Region 1 Northwest**

Order/Delivery Area	3 Days	7 Days
Maintenance Area 1	\$ 636.72	\$ 618.54
Maintenance Area 2	\$ 636.72	\$ 618.54
Maintenance Area 3	\$ 636.72	\$ 618.54
Maintenance Area 4	\$ 636.72	\$ 618.54
Maintenance Area 5	\$ 636.72	\$ 618.54

**WSDOT Region 2 North Central**

Order/Delivery Area	3 Days	7 Days
Maintenance Area 1	\$ 605.42	\$ 588.17
Maintenance Area 2	\$ 605.42	\$ 588.17
Maintenance Area 3	\$ 605.42	\$ 588.17

**WSDOT Region 3 Olympic**

Order/Delivery Area	3 Days	7 Days
Maintenance Area 1	\$ 669.70	\$ 650.56
Maintenance Area 2	\$ 669.70	\$ 650.56
Maintenance Area 3	\$ 669.70	\$ 650.56
Maintenance Area 4	\$ 669.70	\$ 650.56
	\$ 669.70	\$ 650.56

**WSDOT Region 4 Southwest**

Order/Delivery Area	3 Days	7 Days
Maintenance Area 1	\$ 641.75	\$ 623.42
Maintenance Area 2	\$ 641.75	\$ 623.42
Maintenance Area 3	\$ 641.75	\$ 623.42
Maintenance Area 4	\$ 641.75	\$ 623.42
	\$ 641.75	\$ 623.42

**WSDOT Region 5 South Central**

Order/Delivery Area	3 Days	7 Days
Maintenance Area 1	\$ 574.82	\$ 557.91
Maintenance Area 2	\$ 574.82	\$ 557.91
Maintenance Area 3	\$ 574.82	\$ 557.91

Maintenance Area 4	\$ 574.82	\$ 557.91
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**WSDOT Region 6 Eastern**

Order/Delivery Area	3 Days	7 Days
Maintenance Area 1	\$ 572.13	\$ 553.67
Maintenance Area 2	\$ 572.13	\$ 553.67
Maintenance Area 3	\$ 572.13	\$ 553.67
Maintenance Area 4	\$ 572.13	\$ 553.67

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	11021
Pelican Chemicals, Inc. 5920 Sandpiper Dr. Missoula, MT 59808	Amendment No.:	1
	Effective Date:	10-3-2022

**FIRST AMENDMENT  
TO  
STATEWIDE CONTRACT NO. 11021  
SNOW & ICE CONTROL PRODUCTS**

This First Amendment (“Amendment”) to Contract No. 11021 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 Pelican Chemicals, Inc., a Corporation (“Contractor”) and is dated as of October 3rd, 2022.

R E C I T A L S

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 11021 for Snow and Ice Control Products dated effective as of August 1, 2022 (“Contract”).
- B. The Parties have not previously amended the Contract.
- 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 previously amended, as follows:

1. TOPIC. 80/120 Target Commitments. The parties agree that these are the original target commitments for the 2022/2023 winter maintenance season for WSDOT Regions.

Category A-1: Corrosion Inhibitor for Sodium Chloride Brine						
Region	Customer	80%	Target (100%)	120%	Unit of Measure	Product
Eastern	WSDOT	77	96	115	Tons	Category A-1 Inhibitor 18F

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.

**PELICAN CHEMICALS, INC**  
**A CORPORATION**

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

By: Sara Biddle

By: 

Name: Sara Biddle

Name: Alex Kenesson

Title: Administrative Manager

Title: Procurement Supervisor

Date: 10/04/2022

Date: 10/21/2022