

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	11021
LTI, INC 3814 Old Highway 99 South Mt. Vernon, WA 98273	Amendment No.:	7
	Effective Date:	07-25-2025

**SEVENTH AMENDMENT
TO
CONTRACT No. 11021
SNOW & ICE CONTROL PRODUCTS**

This Seventh 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 LTI, Inc, a Washington Corporation ("Contractor") and is dated and effective as of July 25, 2025.

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);
 - iii. Amendment 3 effective November 15, 2023 (establishing 80/120 commitments for 2023-2024 winter season);
 - iv. Amendment 4 effective April 15, 2024 (update economic price adjustment and insurance requirements provisions, update the 80/120 Annual Purchase Volume Commitment form and provision, and add Nondiscrimination provision).
 - v. Amendment 5 effective August 1, 2024 (extended the term, revised the reporting requirements, and updated the QPL hyperlink).
 - vi. Amendment 6 effective October 1, 2024 (add Nondiscrimination provision).
- C. The Parties now desire to amend ***Exhibit B - Prices***.
- D. The amendment set forth herein is within the scope of the Contract.
- E. The Parties now desire to amend the Contract as follows:

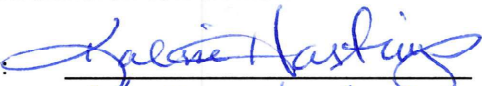
AGREEMENT

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 B – **Exhibit B – Prices** of the Contract is hereby amended by deleting the existing **Exhibit B - Prices** in its entirety and inserting the attached **Exhibit B - Prices** (dated 07/25/2025). As of the effective date of this Amendment, any reference to **Exhibit B - Prices** shall be deemed to be a reference to the attached **Exhibit B - Price** (dated 07/25/2025).
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.

LTI, INC.
A WASHINGTON CORPORATION

By: 
Name: Galise Hastings
Title: Vice President, Sec Affairs.
Date: 7/17/2025

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Theresa Jensen Digitally signed by Theresa Jensen
Date: 2025.07.21 09:56:06 -07'00'
Name: Theresa Jensen
Title: Procurement Supervisor
Date: July 21, 2025

Exhibit B - PRICES FOR GOODS/SERVICES
Dated July 25, 2025

Category 8A-R
Standard Gradation Road Salt

Anti-Caking Agent:	YPS
Product:	ISCO Bulk Rock Salt
Drop Shipment:	\$150

WSDOT Region 1 Northwest

Order/Delivery Area	3 Days	7 Days	30 Days
Maintenance Area 1	\$ 189.72	\$ 187.61	\$ 185.50
Maintenance Area 2	\$ 189.89	\$ 187.78	\$ 185.67
Maintenance Area 3	\$ 189.71	\$ 187.60	\$ 185.49
Maintenance Area 4	\$ 182.10	\$ 173.23	\$ 167.14
Maintenance Area 5	\$ 186.93	\$ 178.24	\$ 173.71

WSDOT Region 2 North Central

Order/Delivery Area	3 Days	7 Days	30 Days
Maintenance Area 1	\$ 168.86	\$ 165.75	\$ 159.65
Maintenance Area 2	\$ 160.58	\$ 156.43	\$ 150.56
Maintenance Area 3	\$ 172.27	\$ 170.16	\$ 164.05

WSDOT Region 3 Olympic

Order/Delivery Area	3 Days	7 Days	30 Days
Maintenance Area 1	\$ 176.37	\$ 165.29	\$ 162.66
Maintenance Area 2	\$ 183.00	\$ 174.39	\$ 170.75
Maintenance Area 3	\$ 194.99	\$ 191.13	\$ 185.77
Maintenance Area 4	\$ 192.75	\$ 184.27	\$ 179.16

WSDOT Region 4 Southwest

Order/Delivery Area	3 Days	7 Days	30 Days
Maintenance Area 1	\$ 174.33	\$ 172.22	\$ 170.12
Maintenance Area 2	\$ 184.24	\$ 182.13	\$ 173.02
Maintenance Area 3	\$ 195.03	\$ 188.92	\$ 176.82
Maintenance Area 4	\$ 176.23	\$ 174.12	\$ 169.01

WSDOT Region 5 South Central

Order/Delivery Area	3 Days	7 Days	30 Days
Maintenance Area 1	\$ 168.86	\$ 166.75	\$ 162.65
Maintenance Area 2	\$ 170.00	\$ 167.89	\$ 161.78
Maintenance Area 3	\$ 159.78	\$ 157.67	\$ 153.56
Maintenance Area 4	\$ 157.45	\$ 155.34	\$ 153.23

Exhibit B - PRICES FOR GOODS/SERVICES
Dated July 25, 2025

Category 8B
Solid Sodium Chloride

Anti-Caking Agent:	YPS
Product:	ESSA
Drop Shipment:	\$150

WSDOT Region 1 Northwest

Order/Delivery Area	3 Days		7 Days		30 Days
Maintenance Area 1	\$	189.72	\$	187.61	\$ 185.50
Maintenance Area 2	\$	189.89	\$	187.78	\$ 185.67
Maintenance Area 3	\$	189.71	\$	187.60	\$ 185.49
Maintenance Area 4	\$	182.10	\$	173.23	\$ 167.14
Maintenance Area 5	\$	186.93	\$	178.24	\$ 173.71

WSDOT Region 4 Southwest

Order/Delivery Area	3 Days		7 Days		30 Days
Maintenance Area 1	\$	174.33	\$	172.22	\$ 170.12
Maintenance Area 2	\$	184.24	\$	182.13	\$ 173.02
Maintenance Area 3	\$	195.03	\$	188.92	\$ 176.82
Maintenance Area 4	\$	176.23	\$	174.12	\$ 169.01

WSDOT Region 5 South Central

Order/Delivery Area	3 Days		7 Days		30 Days
Maintenance Area 1	\$	168.86	\$	166.75	\$ 162.65
Maintenance Area 2	\$	170.00	\$	167.89	\$ 161.78
Maintenance Area 3	\$	159.78	\$	157.67	\$ 153.56
Maintenance Area 4	\$	157.45	\$	155.34	\$ 153.23

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411		CONTRACT AMENDMENT	
		Contract No.:	11021
LTI, INC 3814 Old Highway 99 South Mt. Vernon, WA 98273		Amendment No.:	6
		Effective Date:	12-16-2024

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

This Sixth 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 LTI, Inc, a Washington Corporation ("Contractor") and is dated and effective as of December 16, 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);
 - iii. Amendment 3 effective November 15, 2023 (establishing 80/120 commitments for 2023-2024 winter season);
 - iv. Amendment 4 effective April 15, 2024 (update economic price adjustment and insurance requirements provisions, update the 80/120 Annual Purchase Volume Commitment form and provision, and add Nondiscrimination provision).
 - v. Amendment 5 effective August 1, 2024 (extended the term, revised the reporting requirements, and updated the QPL hyperlink).
- 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.
- E. The Parties now desire to amend the Contract as follows:

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 19 (General Provisions) as a new subsection:

19.25 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.

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.

LTI, INC.
A WASHINGTON CORPORATION

By: Kalene Hastings
Name: Kalene Hastings
Title: VP, Sec & Treasurer
Date: Dec 5, 2024

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Theresa Jensen
Name: Theresa Jensen
Title: Procurement Supervisor
Date: December 13, 2024

Digitally signed by Theresa Jensen
Date: 2024.12.13 14:52:11 -08'00'

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	11021
	Amendment No.:	5
LTI, INC 3814 Old Highway 99 South Mt. Vernon, WA 98273	Effective Date:	08-01-2024

FIFTH AMENDMENT
TO
CONTRACT No. 11021
SNOW & ICE CONTROL PRODUCTS

This Fifth 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 LTI, Inc, a Washington Corporation ("Contractor") and is dated and effective as of August 1, 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);
 - iii. Amendment 3 effective November 15, 2023 (establishing 80/120 commitments for 2023-2024 winter season);
 - iv. Amendment 4 effective April 15, 2024 (update economic price adjustment and insurance requirements provisions, update the 80/120 Annual Purchase Volume Commitment form and provision, and add Nondiscrimination provision).
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as follows:
 - i. Extend the term of the Contract forty-eight (48) months;
 - ii. Revise the sales reporting requirements;
 - iii. Update the QPL hyperlink.

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.** In accordance with provision 1. "Term," the Term is extended for forty-eight (48) months, ending August 1, 2028.
2. **ANNUAL MASTER CONTRACT SALES REPORTS.** Section 12.3 of the Contract (Annual Master Contract Sales Reports) is hereby amended by deleting the existing Section 12.3 in its entirety and inserting the following in lieu thereof:

12.3. **ANNUAL CONTRACT SALES REPORT.** Contractor shall provide to Enterprise Services a detailed Annual Contract Sales Report. Such Report shall include, at a minimum, the following:

- DES Contract #11021
- The product purchased (including, as applicable, item number or other identifier)
- Purchaser's Delivery Region, Maintenance Area, Specific location
- Date Ordered
- Delivery Option (3 Day, 7 Day, 30 Day delivery)
- Items and volumes purchased by Purchaser
- Date Delivered to Purchaser's location
- Invoice/Contract price
- Annual total volume sales

This Report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such Report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Contract.

3. **MONTHLY CONTRACT ACTIVITY REPORTS.** Section 12.4 of the Contract (Monthly Contract Activity Reports) is hereby by deleted in its entirety.
4. The embedded hyper link to the Clear Roads Qualified Products List (QPL) is not working, accordingly, to provide the correct hyperlink, Section 1, Section 4.18, and Exhibit A is amended by deleting the existing hyper link in its entirety and replacing it with the following (to provide the correct hyperlink): new hyperlink <https://www.clearroads.org/qualified-product-list/> for the latest Clear Roads Qualified Products List (QPL).
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.

LTI, INC.
A WASHINGTON CORPORATION

By: Kalise Hastings
Name: Kalise Hastings
Title: VP. Secretary & Treasurer
Date: July 8, 2024

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Theresa Jensen Digitally signed by Theresa Jensen
Date: 2024.07.10 07:37:14 -07'00'
Name: Theresa Jensen
Title: Procurement Supervisor
Date: July 10, 2024

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	11021
LTI, INC 3814 Old Highway 99 South Mt. Vernon, WA 98273	Amendment No.:	4
	Effective Date:	04-15-2024

FOURTH AMENDMENT
TO
CONTRACT NO. 11021
SNOW & ICE CONTROL PRODUCTS

This Fourth 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 LTI, Inc, a Washington 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);
 - iii. Amendment 3 effective November 15, 2023 (establishing 80/120 commitments for 2023-2024 winter season);
- 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:

New Price = Old Price + (Old Price x ((Current Period Index – Base Period Index) / 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 8A- R STANDARD GRADATION, ROAD SALT PERCENTAGE	CATEGORY 8B STANDARD GRADATION, ROAD SALT, INSOLUBLE MATERIAL PERCENTAGE
Rock Salt	PPI Commodity data for Chemicals and allied products-Rock salt, not seasonally adjusted	WPU06130271	17%	17%
Chemical Manufacturing	PPI Industry data for Other basic inorganic chemical manufacturing – Primary products, not seasonally adjusted	PCU32518032518P		
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---	39%	39%
Deep Sea Transportation	PPI industry data for Deep Sea Freight Transportation, not seasonally adjusted	PCU483111483111	44%	44%

(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.

LTI, INC.
A WASHINGTON CORPORATION

By: Kalise Hastings
Name: Kalise Hastings
Title: VP, Sanction Treasurer
Date: April 23, 2024

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Theresa Jensen Digitally signed by Theresa Jensen
Date: 2024.04.24 15:45:02 -07'00'
Name: Theresa Jensen
Title: Procurement Supervisor
Date: April 24, 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

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 8A-R
Standard Gradation Road Salt**

Anti-Caking Agent:	YPS
Product:	ISCO Bulk Rock Salt
Drop Shipment:	\$150

WSDOT Region 1 Northwest

Order/Delivery Area	3 Days	7 Days	30 Days
Maintenance Area 1	\$ 189.72	\$ 187.61	\$ 185.50
Maintenance Area 2	\$ 189.89	\$ 187.78	\$ 185.67
Maintenance Area 3	\$ 189.71	\$ 187.60	\$ 185.49
Maintenance Area 4	\$ 189.35	\$ 187.24	\$ 185.14
Maintenance Area 5	\$ 189.93	\$ 187.82	\$ 185.71

WSDOT Region 2 North Central

Order/Delivery Area	3 Days	7 Days	30 Days
Maintenance Area 1	\$ 168.86	\$ 166.75	\$ 164.65
Maintenance Area 2	\$ 160.58	\$ 158.47	\$ 156.36
Maintenance Area 3	\$ 172.27	\$ 170.16	\$ 168.05

WSDOT Region 3 Olympic

Order/Delivery Area	3 Days	7 Days	30 Days
Maintenance Area 1	\$ 178.87	\$ 176.77	\$ 174.66
Maintenance Area 2	\$ 194.97	\$ 192.86	\$ 190.75
Maintenance Area 3	\$ 194.99	\$ 192.88	\$ 190.77
Maintenance Area 4	\$ 195.38	\$ 193.27	\$ 191.16

WSDOT Region 4 Southwest

Order/Delivery Area	3 Days	7 Days	30 Days
Maintenance Area 1	\$ 174.33	\$ 172.22	\$ 170.12
Maintenance Area 2	\$ 184.24	\$ 182.13	\$ 180.02
Maintenance Area 3	\$ 195.03	\$ 192.92	\$ 190.82
Maintenance Area 4	\$ 176.23	\$ 174.12	\$ 172.01

WSDOT Region 5 South Central

Order/Delivery Area	3 Days	7 Days	30 Days
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Maintenance Area 1	\$	168.86	\$	166.75	\$	164.65
Maintenance Area 2	\$	170.00	\$	167.89	\$	165.78
Maintenance Area 3	\$	159.78	\$	157.67	\$	155.56
Maintenance Area 4	\$	157.45	\$	155.34	\$	153.23

Category 8B
Solid Sodium Chloride

Anti-Caking Agent:	YPS
Product:	ESSA
Drop Shipment:	\$150

WSDOT Region 1 Northwest

Order/Delivery Area	3 Days	7 Days	30 Days
Maintenance Area 1	\$ 189.72	\$ 187.61	\$ 185.50
Maintenance Area 2	\$ 189.89	\$ 187.78	\$ 185.67
Maintenance Area 3	\$ 189.71	\$ 187.60	\$ 185.49
Maintenance Area 4	\$ 189.35	\$ 187.24	\$ 185.14
Maintenance Area 5	\$ 189.93	\$ 187.82	\$ 185.71

WSDOT Region 4 Southwest

Order/Delivery Area	3 Days	7 Days	30 Days
Maintenance Area 1	\$ 174.33	\$ 172.22	\$ 170.12
Maintenance Area 2	\$ 184.24	\$ 182.13	\$ 180.02
Maintenance Area 3	\$ 195.03	\$ 192.92	\$ 190.82
Maintenance Area 4	\$ 176.23	\$ 174.12	\$ 172.01

WSDOT Region 5 South Central

Order/Delivery Area	3 Days	7 Days	30 Days
Maintenance Area 1	\$ 168.86	\$ 166.75	\$ 164.65
Maintenance Area 2	\$ 170.00	\$ 167.89	\$ 165.78
Maintenance Area 3	\$ 159.78	\$ 157.67	\$ 155.56
Maintenance Area 4	\$ 157.45	\$ 155.34	\$ 153.23

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	11021
LTI, Inc 3814 Old Highway 99 South Mt. Vernon, WA 98273	Amendment No.:	3
	Effective Date:	11-15-2023

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 LTI, Inc, a Washington corporation ("Contractor") and is dated and effective as of November 15, 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 and on October 1, 2023 for an economic price increase.
- C. The Parties now desire to change the yearly target commitments
- 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. 80/120 TARGET COMMITMENTS. The parties agree that these are the winter maintenance season 2023-2024 target commitments for WSDOT Regions and Political Subdivisions:

This space intentionally left blank.

LTI

Category 8A-R: Standard Gradation, Road Salt

Region	Customer	80%	Target (100%)	120%	Unit of Measurement	Product
Northwest	WSDOT	7680	9600	11520	Tons	ISCO Standard Road Salt
North Central	WSDOT	8800	11000	13200	Tons	ISCO Standard Road Salt
Olympic	WSDOT	4960	6200	7440	Tons	ISCO Standard Road Salt
Southwest	WSDOT	3880	4850	5820	Tons	ISCO Standard Road Salt
South Central	WSDOT	15600	19500	23400	Tons	ISCO Standard Road Salt
Northwest	City of Kent	240	300	360	Tons	ISCO Standard Road Salt
Olympic	City of Bremerton	96	120	144	Tons	ISCO Standard Road Salt
Olympic	Kitsap County	160	200	240	Tons	ISCO Standard Road Salt
Northwest	City of Federal Way	144	180	216	Tons	ISCO Standard Road Salt
Northwest	Skagit County PW	400	500	600	Tons	ISCO Standard Road Salt
South Central	City of Ellensburg	160	200	240	Tons	ISCO Standard

						Road Salt
Northwest	Snohomish County	960	1200	1440	Tons	ISCO Standard Road Salt
Northwest	City of Lynden	80	100	120	Tons	ISCO Standard Road Salt
Olympic	City of Lakewood	80	100	120	Tons	ISCO Standard Road Salt
Olympic	DOC-Clallam Bay CC	112	140	168	Tons	ISCO Standard Road Salt
Northwest	City of Marysville	120	150	180	Tons	ISCO Standard Road Salt
Northwest	City of Mukilteo	80	100	120	Tons	ISCO Standard Road Salt
Olympic	City of Puyallup	128	160	192	Tons	ISCO Standard Road Salt
Northwest	City of Issaquah	120	150	180	Tons	ISCO Standard Road Salt
Northwest	Whatcom County	320	400	480	Tons	ISCO Standard Road Salt
Northwest	King County	3000	3750	4500	Tons	ISCO Standard Road Salt
Northwest	City of Seattle	1600	2000	2400	Tons	ISCO Standard Road Salt

Category 8B: Standard Gradation Road Salt, Insoluble Material

North Central	Chelan County	2240	2800	3360	Tons	Standard Grade Road Salt, ESSA
Northwest	Snoqualmie Indian Tribe	80	100	120	Tons	Standard Grade Road Salt, ESSA
Northwest	City of Everett	240	300	360	Tons	Standard Grade Road Salt, ESSA

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.

LTI, INC
A WASHINGTON CORPORATION

By: Kalix Hastings
Name: Kalix Hastings
Title: V.P. Sec. Treasurer
Date: Jan 9, 2024

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Theresa Jensen
Name: Theresa Jensen
Title: Procurement Supervisor
Date: February 14, 2024

Digitally signed by Theresa
Jensen
Date: 2024.02.14 06:36:46 -08'00'

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	11021
LTI, Inc 3814 Old Highway 99 South Mt. Vernon, WA 98273	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 LTI, Inc, a Washington corporation ("Contractor") and is dated and effective as of October 1, 2023.

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 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.

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:

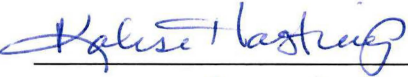
1. **ECONOMIC PRICE ADJUSTMENT.** Pursuant to section 3.3 of the contract, the pricing for the goods/services is hereby amended by deleting the existing Exhibit B –Prices for Goods in its entirety and inserting the attached Exhibit B – Prices for Goods October 1, 2023. These prices include the agreed 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 which would yield 11.4%. Contractor agrees to a negotiated weighted adjustment of 5.4%. No further adjustments will be considered until next Economic Adjustment in year 2024. 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.

LTI, INC
A WASHINGTON CORPORATION

By: 
Name: Karise Hastings
Title: VP, Sec & Treasurer
Date: Oct 6, 2023

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Theresa Jensen Digitally signed by Theresa Jensen
Date: 2023.10.10 12:30:32 -07'00'
Name: Theresa Jensen
Title: Procurement Supervisor
Date: 10/10/2023

EXHIBIT B**PRICE FOR GOODS**

**Category 8A-R
Standard Gradation Road Salt**

Anti-Caking Agent:	YPS
Product:	ISCO Bulk Rock Salt
Drop Shipment:	\$150

WSDOT Region 1 Northwest

Order/Delivery Area	3 Days		7 Days		30 Days	
Maintenance Area 1	\$	189.72	\$	187.61	\$	185.50
Maintenance Area 2	\$	189.89	\$	187.78	\$	185.67
Maintenance Area 3	\$	189.71	\$	187.60	\$	185.49
Maintenance Area 4	\$	189.35	\$	187.24	\$	185.14
Maintenance Area 5	\$	189.93	\$	187.82	\$	185.71

WSDOT Region 2 North Central

Order/Delivery Area	3 Days		7 Days		30 Days	
Maintenance Area 1	\$	168.86	\$	166.75	\$	164.65
Maintenance Area 2	\$	160.58	\$	158.47	\$	156.36
Maintenance Area 3	\$	172.27	\$	170.16	\$	168.05

WSDOT Region 3 Olympic

Order/Delivery Area	3 Days		7 Days		30 Days	
Maintenance Area 1	\$	178.87	\$	176.77	\$	174.66
Maintenance Area 2	\$	194.97	\$	192.86	\$	190.75
Maintenance Area 3	\$	194.99	\$	192.88	\$	190.77
Maintenance Area 4	\$	195.38	\$	193.27	\$	191.16

WSDOT Region 4 Southwest

Order/Delivery Area	3 Days		7 Days		30 Days	
Maintenance Area 1	\$	174.33	\$	172.22	\$	170.12
Maintenance Area 2	\$	184.24	\$	182.13	\$	180.02
Maintenance Area 3	\$	195.03	\$	192.92	\$	190.82
Maintenance Area 4	\$	176.23	\$	174.12	\$	172.01

WSDOT Region 5 South Central

Order/Delivery Area	3 Days		7 Days		30 Days	
Maintenance Area 1	\$	168.86	\$	166.75	\$	164.65
Maintenance Area 2	\$	170.00	\$	167.89	\$	165.78
Maintenance Area 3	\$	159.78	\$	157.67	\$	155.56
Maintenance Area 4	\$	157.45	\$	155.34	\$	153.23

Category 8B Solid Sodium Chloride

Anti-Caking Agent:	YPS
Product:	ESSA
Drop Shipment:	\$150

WSDOT Region 1 Northwest

Order/Delivery Area	3 Days		7 Days		30 Days	
Maintenance Area 1	\$	189.72	\$	187.61	\$	185.50
Maintenance Area 2	\$	189.89	\$	187.78	\$	185.67
Maintenance Area 3	\$	189.71	\$	187.60	\$	185.49
Maintenance Area 4	\$	189.35	\$	187.24	\$	185.14
Maintenance Area 5	\$	189.93	\$	187.82	\$	185.71

WSDOT Region 4 Southwest

Order/Delivery Area	3 Days		7 Days		30 Days	
Maintenance Area 1	\$	174.33	\$	172.22	\$	170.12
Maintenance Area 2	\$	184.24	\$	182.13	\$	180.02
Maintenance Area 3	\$	195.03	\$	192.92	\$	190.82
Maintenance Area 4	\$	176.23	\$	174.12	\$	172.01

WSDOT Region 5 South Central

Order/Delivery Area	3 Days		7 Days		30 Days	
Maintenance Area 1	\$	168.86	\$	166.75	\$	164.65
Maintenance Area 2	\$	170.00	\$	167.89	\$	165.78
Maintenance Area 3	\$	159.78	\$	157.67	\$	155.56
Maintenance Area 4	\$	157.45	\$	155.34	\$	153.23

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	11021
	Amendment No.:	1
LTI, Inc. 3814 Old Highway 99 S. Mt. Vernon, WA 98273	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 LTI, Inc., a Corporation ("Contractor") and is dated as of October 3rd, 2022.

RECITALS

- 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.

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. 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 and Political Subdivisions:

WSDOT

Category 8A-R & 8B: Standard Gradation Road Salt/						
Region	Customer	80%	Target (100%)	120%	Unit of Measure	Product
North Central	WSDOT	8,000	10,000	12,000	Tons	ISCO or ESSA

Northwest	WSDOT	6,080	7,600	9,120	Tons	ISCO or ESSA
Olympic	WSDOT	4,800	6,000	7,200	Tons	ISCO or ESSA
South Central	WSDOT	17,760	22,200	26,640	Tons	ISCO or ESSA
Southwest	WSDOT	3,680	4,600	5,520	Tons	ISCO or ESSA

Political Subdivision commitments

Category 8A-R & 8B: Standard Gradation Road Salt						
Region	Customer	80%	Target (100%)	120%	Unit of Measure	Product
Northwest	King County	1,000	1,250	1,500	Tons	ISCO or ESSA
Northwest	Whatcom County	320	400	480	Tons	ISCO or ESSA
Northwest	City of Everett	200	250	300	Tons	ISCO or ESSA
Northwest	City of Kent	400	500	600	Tons	ISCO or ESSA
Northwest	City of Renton	240	300	320	Tons	ISCO or ESSA
Northwest	Snohomish County	960	1,200	1,440	Tons	ISCO or ESSA
Northwest	City of Marysville	120	150	180	Tons	ISCO or ESSA
Northwest	City of Redmond	140	175	210	Tons	ISCO or ESSA
Northwest	City of Woodinville	64	80	96	Tons	ISCO or ESSA
Northwest	Skagit County	400	500	600	Tons	ISCO or ESSA
Northwest	City of Federal Way	600	750	900	Tons	ISCO or ESSA
Northwest	City of Lynden	80	100	120	Tons	ISCO or ESSA
Olympic	Kitsap County	160	200	240	Tons	ISCO or ESSA
Olympic	City of Bremerton	64	80	96	Tons	ISCO or ESSA
Olympic	Jefferson County	200	250	300	Tons	ISCO or ESSA
Northwest	City of Seattle	2800	3500	4200	Tons	ISCO or ESSA

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.

LTI, INC
A CORPORATION

By: _____

Name: Jason Jansen

Title: President

Date: 10-6-2022

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: _____

Name: Alex Kenesson

Title: Procurement Supervisor

Date: 10/21/2022