

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	01920
3D Systems LLC PO Box 111 Littlerock, WA 98556	Amendment No.:	1
	Effective Date:	March 31, 2023

**FIRST AMENDMENT
TO
STATEWIDE CONTRACT NO. 01920**

OFFICE RELOCATIONS

This first Amendment (“Amendment”) to Contract No. 01920 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 3d Systems LLC., a Washington State Limited Liability Company (“Contractor”) and is dated as of March 31, 2023.

R E C I T A L S

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 01920 for office relocation services dated effective as of March 31, 2021 (“Contract”).
- B. The amendment set forth herein is within the scope of the Contract.
- C. The Parties now desire to amend the Contract as set forth herein.

A G R E E M E N T

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

1. **PRICING.** The Master Contract pricing for the services is hereby amended by deleting the existing Exhibit B – Prices in its entirety and inserting the attached Exhibit B – Prices March 31, 2023. 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 – Prices March 31, 2023. The prices reflect a 17.8% increase to the price sheet at the time of contract execution.
2. **SECTION 3.3 ECONOMIC ADJUSTMENT.** This section is amended in its entirety to read:

The Contract Prices set forth herein are firm and fixed for two (2) years from the effective date of this Master Contract. Beginning twenty-four (24) months after the effective date of this Master Contract and for every biennial anniversary thereafter, Contractor may request a biennial price adjustment. Requests for price adjustments must be made in writing and be received at least thirty (30) days prior to the adjustment date (the annual anniversary of the effective date of the Master Contract). In the event Contractor fails to timely request a price

adjustment, Enterprise Services, at its sole discretion, may allow an untimely adjustment; *Provided*, however, that such adjustment will not be effective for any time prior to Enterprise Services' price adjustment. Price adjustments will be made in accordance with the percentage change in the United States Department of Labor, Bureau of Labor and Statistics (BLS) Produce Price Index (PPI), Commodity Group Commercial and Other Goods Moving Services Item Code PCU48421048421022 for Used household and office goods moving. The percentage difference between the most recent 12 months of PPI data will be compared against the 12 months of PPI data prior to that to determine the maximum allowable adjustment of contract prices. No retroactive contract price adjustments will be allowed. The economic adjustment shall be calculated as follows:


New Price = Old Price x (Current Period Index/Base Period Index).

This Master Contract will use seasonally unadjusted indexes. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used.

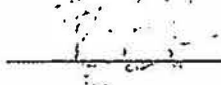
3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
5. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
6. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
7. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

3D SYSTEMS LLC
A WASHINGTON STATE LIMITED LIABILITY CO.

By: 
Name: Peter Draz
Title: Member
Date: 4/3/23

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Tim Foitzik
Title: Procurement Supervisor
Date: 4/3/2023

CATEGORY A - RELOCATION SERVICES	PERMANENT EMPLOYEE LABOR HOURLY RATES (During Business Hours)					PERMANENT EMPLOYEE LABOR HOURLY RATES (After-Hours/Weekends)					TRUCK HOURLY RATES (not including driver)		TRUCK OVERNIGHT STORAGE		PREVAILING WAGE LABOR RATES	
	Helper (Mover) Hourly Rate	Packer Hourly Rate	Furniture Technician Hourly Rate	Supervisor Hourly Rate	Driver Hourly Rate	Helper (Mover) Hourly Rate	Packer Hourly Rate	Furniture Technician Hourly Rate	Supervisor Hourly Rate	Driver Hourly Rate	Medium Capacity Truck Hourly Rate	Large Capacity Truck Hourly Rate	Medium Capacity Truck 24 hr. Rate	Large Capacity Truck 24 hr. Rate	Prevailing Wage Percent Markup	Electrician Prevailing Wage Percent Markup
REGION																
Region #1 - Eastern (Ferry, Stevens, Pend Oreille, Lincoln, Spokane, Adams, Whitman)	\$56.54	\$43.59	\$61.26	\$63.61	\$43.59	\$62.43	\$43.59	\$68.32	\$70.68	\$49.48	\$35.34	\$41.23	\$1.18	\$1.18	90.0%	100.0%
Region #2 - North Central (Okanogan, Chelan, Douglas, Kittitas, Grant)	\$56.54	\$43.59	\$61.26	\$63.61	\$43.59	\$62.43	\$43.59	\$68.32	\$70.68	\$49.48	\$35.34	\$41.23	\$1.18	\$1.18	90.0%	100.0%
Region #3 - Northwest (Pierce, King, San Juan, Skagit, Snohomish, Whatcom, Island counties)	\$47.12	\$34.16	\$51.83	\$54.19	\$36.52	\$53.01	\$34.16	\$57.72	\$60.08	\$42.41	\$35.34	\$41.23	\$1.18	\$1.18	90.0%	100.0%
Region #4 - Olympic (Kitsap, Clallam, Jefferson, Grays Harbor, Mason)	\$45.94	\$31.81	\$49.48	\$51.83	\$37.70	\$51.83	\$31.81	\$55.37	\$57.72	\$43.59	\$35.34	\$41.23	\$1.18	\$1.18	90.0%	100.0%
Region #5 - South Central (Yakima, Klickitat, Benton, Franklin, Walla Walla, Columbia, Garfield, Asotin)	\$44.76	\$31.81	\$49.48	\$51.83	\$37.70	\$43.00	\$31.81	\$55.37	\$57.72	\$43.59	\$35.34	\$41.23	\$1.18	\$1.18	90.0%	100.0%
Region #6 - Southwest (Thurston, Lewis, Pacific, Wahkiakum, Cowlitz, Clark, Skamania)	\$44.76	\$31.81	\$49.48	\$51.83	\$37.70	\$43.00	\$31.81	\$55.37	\$57.72	\$43.59	\$35.34	\$41.23	\$1.18	\$1.18	90.0%	100.0%

CATEGORY B - MOVING SERVICES ONLY	PERMANENT EMPLOYEE LABOR HOURLY RATES (During Business Hours)				PERMANENT EMPLOYEE LABOR HOURLY RATES (After-Hours/Weekends)				TRUCK HOURLY RATES (not including driver)		TRUCK OVERNIGHT STORAGE	
	Helper (Mover) Hourly Rate	Packer Hourly Rate	Supervisor Hourly Rate	Driver Hourly Rate	Helper (Mover) Hourly Rate	Packer Hourly Rate	Supervisor Hourly Rate	Driver Hourly Rate	Medium Capacity Truck Hourly Rate	Large Capacity Truck Hourly Rate	Medium Capacity Truck 24 hr. Rate	Large Capacity Truck 24 hr. Rate
REGION												
Region #1 - Eastern (Ferry, Stevens, Pend Oreille, Lincoln, Spokane, Adams, Whitman)	\$57.72	\$43.59	\$62.43	\$49.48	\$61.26	\$43.59	\$57.00	\$53.01	\$35.34	\$41.23	\$1.18	\$1.18
Region #2 - North Central (Okanogan, Chelan, Douglas, Kittitas, Grant)	\$57.72	\$43.59	\$62.43	\$49.48	\$61.26	\$43.59	\$57.00	\$53.01	\$35.34	\$41.23	\$1.18	\$1.18
Region #3 - Northwest (Pierce, King, San Juan, Skagit, Snohomish, Whatcom, Island counties)	\$48.30	\$34.16	\$53.01	\$40.05	\$51.83	\$34.16	\$57.72	\$43.59	\$35.34	\$41.23	\$1.18	\$1.18
Region #4 - Olympic (Kitsap, Clallam, Jefferson, Grays Harbor, Mason)	\$45.94	\$31.81	\$49.48	\$37.70	\$49.48	\$31.81	\$55.37	\$41.23	\$35.34	\$41.23	\$1.18	\$1.18
Region #5 - South Central (Yakima, Klickitat, Benton, Franklin, Walla Walla, Columbia, Garfield, Asotin)	\$45.94	\$31.81	\$50.65	\$37.70	\$49.48	\$31.81	\$55.37	\$41.23	\$35.34	\$41.23	\$1.18	\$1.18
Region #6 - Southwest (Thurston, Lewis, Pacific, Wahkiakum, Cowlitz, Clark, Skamania)	\$45.94	\$31.81	\$50.65	\$37.70	\$49.48	\$31.81	\$55.37	\$41.23	\$35.34	\$41.23	\$1.18	\$1.18

Packing Material and Supply Price List		
Item Description	UOM	Price
1.5 Cubic Foot Carton	Each	\$ 2.00
3.0 Cubic Foot Carton	Each	\$ 3.00
4.5 Cubic Foot Carton	Each	\$ 4.50
Bubble Wrap	Foot	\$ 18.00
Shrink Wrap	Roll	\$ 18.00

Additional Items/Equipment Percent Markup	
	% Markup
Additional Packing Material/Supplies (items not included above)	25%
Specialty Equipment/Tools	25%