

## Contract Amendment

---

### Contract number – 02415 Sign Support Materials

**Date Issued:** 3/22/2016

**Effective Date:** 04/30/2016

**Amendment Number:** One (1)

**Contractor Name:** Traffic Safety Supply Co.

This contract amendment is issued under the provisions of Contract 02415. The changes authorized are within the scope of the original contract. All rights and obligations of the parties are governed by the terms of the original contract, including any subsequent amendments, which are hereby incorporated by reference.

### Purpose of Amendment

1. This contract #02415 is being extended for a term of two (2) years from 04/30/2016 to 04/30/2018.
2. Because the language in the initial solicitation Section 1.3 Contract term was ambiguous, to clarify, Section 1.3 is hereby amended to read as follows "The initial term of the contract is one year from award of the contract, with the option to extend for additional term(s) or portions thereof. Extensions will be exercised at the sole discretion of DES upon written notification to the contractor by DES. The total contract term, including the initial term and all extensions, will not exceed eight years unless circumstances require a special extension. DES reserves the right to extend with all or some of the contractors".
3. Section 2.9 Contract sales report is hereby amended to read "The management fee will be based on total contract sales, which must be reported quarterly by the contractor in the Contract Sales Reporting System. DES will provide a login password and a required vendor number.

Reports must be submitted electronically within 30 days after the end of the calendar quarter, i.e., no later than April 30, July 31, October 31 and January 31.


A further description of the sales reporting requirement and the management fee based upon it can be found in sections 3.8 and 3.9 of Appendix A, Master Contract Terms and Conditions.

The report of all sales now includes requiring contractor to report each quarter even if there are zero ("0") sales per the DES sales usage procedures reporting deadlines."

This Amendment is entered into between the State of Washington, Department of Enterprise Services (DES) and Traffic Safety Supply Co. The parties agree to extend the term of the Master Contract for a term of two (2) years from April 30, 2016 to April 30, 2018. All other provisions and terms of Master Contract 02415, and as previously amended, shall remain in full force and effect.

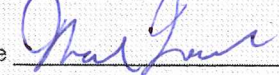
**Authorizing Signatures For Contractor:**

Contact: Jeff Parson  
Title: President  
Traffic Safety Supply Co.  
2324 SE Umatilla St  
Portland, OR 97022  
(503) 235-8531  
[jparson@tssco.com](mailto:jparson@tssco.com)

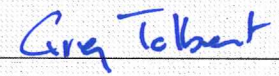
Signature   
Date 3/22/16

**For State of Washington:**

Contact: Mark Roush  
Title: Contracts Specialist  
Washington Department of Enterprise Services (DES)  
PO Box 41411  
Olympia WA 98504-1411  
(360) 407-9311  
[mark.roush@des.wa.gov](mailto:mark.roush@des.wa.gov)

Signature   
Date 3/23/16

**DES Authorizing Manager:**

Signature   
Date 3.23.16

<b>State of Washington</b> Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	02415
Traffic Safety Supply Company 2324 SE Umatilla St Portland, OR, 97022	Amendment No.:	2
	Effective Date:	October 1, 2017

**SECOND AMENDMENT**  
**TO**  
**CONTRACT NO. 02415**  
**SIGN SUPPORT MATERIALS**

This Second Amendment ("Amendment") to Contract No. 02415 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 Traffic Safety Supply Company, an Oregon Company ("Contractor") and is effective as of October 1, 2017.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02415 dated effective as of May 5, 2015 ("Contract").
- B. The Parties previously amended the Contract as follows:
  - First Amendment dated April 30, 2016 (extension and management fee).
- C. The Parties intend to amend the Contract to adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after October 1, 2017. Contract purchases made prior to October 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after October 1, 2017 will be subject to the VMF set forth in this amendment.
- 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. **VENDOR MANAGEMENT FEE.** Section 2.9 of the Contract is hereby amended by deleting the existing Section in its entirety and inserting the following in lieu thereof:

**Section 2.9 - VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.50 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

**Amount owed to Enterprise Services = Total Contract sales  
invoiced (not including sales tax) x .0150.**

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

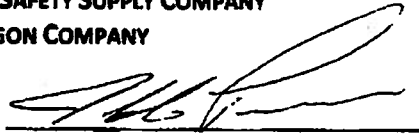
2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes 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.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission 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.

**TRAFFIC SAFETY SUPPLY COMPANY  
AN OREGON COMPANY**

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



Name: Jeff Parson

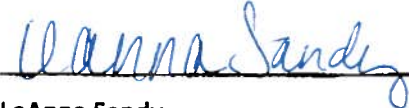
Title: President

Date: \_\_\_\_\_

7/7/17

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

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



Name: LeAnna Sandy

Title: Contract Specialist

Date: \_\_\_\_\_

7/7/17



State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	02415
Traffic Safety Supply Company 2324 SE Umatilla St Portland, OR, 97022	Amendment No.:	3
	Effective Date:	May 1, 2018

**THIRD AMENDMENT**  
**TO**  
**CONTRACT NO. 02415**  
**SIGN SUPPORT MATERIALS**

This Third Amendment ("Amendment") to Contract No. 02415 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") Traffic Safety Supply Company, an Oregon Company ("Contractor") and is effective as of May 1, 2018.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02415 dated effective as of May 5, 2015 ("Contract").
- B. The Parties previously amended the Contract as follows:
  - First Amendment dated April 30, 2016 (extension and management fee).
  - Second Amendment dated October 1, 2017 (vendor management fee).
- 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. **TERM.** The Contract term is amended to extend the term twenty-four (24) months, ending April 30, 2020.
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.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission 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.

**TRAFFIC SAFETY SUPPLY COMPANY  
AN OREGON COMPANY**

By: 

Name: Jeff Parson

Title: President

Date: 3/7/2018

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By: 

Name: LeAnna Sandy

Title: Contract Specialist

Date: 3/8/18



Contract No.:02415  
Amendment No.: 4  
Effective Date: December 12, 2018

State of Washington  
Contracts & Procurement Division  
Department of Enterprise Services  
P.O. Box 41411  
Olympia, WA 98504-1411

Traffic Safety Supply Company  
2324 SE Umatilla St  
Portland, OR 97022

**FOURTH AMENDMENT  
TO  
CONTRACT NO. 02415  
SIGN SUPPORT MATERIALS**

This Fourth Amendment ("Amendment") to Contract No. 02415 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 Traffic Safety Supply Company, a Oregon Company ("Contractor") and is dated as of December 12, 2018.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02415 for Sign Support Material dated effective as of May 5, 2015 ("Contract").
- B. The Parties previously amended the Contract three times.
  - First Amendment dated April 30, 2016 (extension and management fee).
  - Second Amendment dated October 1, 2017 (vendor management fee)
  - Third Amendment dates May 1, 2018 (extension)
- 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. PRICE ADJUSTMENT. THE CONTRACT IS HEREBY AMENDED TO ADJUST PRICING ON THE ITEMS LISTED BELOW.

Item	Unit	Old Price	New Price
Assembly Post Clip Alum SC 100 1 3/8 x 1 7/8 In, 7/16 In Dia Hole in Clip 1 In Head x 3/8 Dia Bolt, with nut and washer	Set	\$2.14	\$2.61

Angle Alum 1 3/4 X 1 3/4 X 1/4 In, 25 Ft Long Structural Shape Used To Mount Traffic Signs	Each	\$74.50	\$90.89
Angle Alum 3 In x 2 In x 1/4 In, 25 Ft Long Used to Mount Traffic Signs	Each	\$98.55	\$120.23
Windbeam Alum 2 1/2 In W X 3 In H X 25 Ft Beam Extruded Alum Used In Mounting Sign To Sign Post	Each	\$88.91	\$108.47
Z Bar Alum 3 x 3 x 3 x 1/4 In 25 Ft Long For Sign Support	Each	\$218.95	\$267.12
Brace For Aluminum Street Signs, 1 1/2" x 1/8" x 44" Galvanized Steel for sq tube 2 1/2"	Each	\$22.10	\$26.96
Brace For Aluminum Street Signs, 1 1/2" x 1/8" x 48" Galvanized Steel for sq tube 2 1/2"	Each	\$24.75	\$30.20
Brace For Aluminum Street Signs, 1 1/2" x 1/8" x 36" Galvanized Steel for sq tube 2 1/2"	Each	\$17.85	\$21.78
Anchor System V Lock 225vs3 For 2 1/4 In Sq Tube Sign Post Galvanized	Each	\$44.60	\$54.41
Anchor System V Lock 250vs3 For 2 1/2 In Sq Tube Sign Post Galvanized	Each	\$54.25	\$66.19
Anchor Telespar 30 In For A 2 In Square Perforated Post 12 gauge	Each	\$9.95	\$12.14
Anchor Sign Post 36 In For 2 1/4 In With 2 1/2 In x 18 In Welded Sleeve Ultimate Support System 12 Gauge	Each	\$24.15	\$29.46
Anchor 36 Inch Heavy Duty For 2 1/2 Inch Square Tube Type Perforated Post Galvanized 7 gauge, 10 Hole	Each	\$37.15	\$45.32
Anchor Post Sign 48 Inch For 2 1/2 In Sq Tube Type Telespar Post Hda348 Galvanized 7 gauge, 10 Hole, ST4	Each	\$47.69	\$58.18
Anchor Sign 24 In For 2 In Square Sign Post 12ga, 2 1/4", ST2	Each	\$8.35	\$10.19
Assembly Slip Base Complete Type SB 2 Consists of 2 1/2 Top And Bottom Assembly Telespar	Each	\$311.50	\$380.03
Assembly Slip Base Complete Type SB 3 Consists of 2 1/2 Top And Bottom Assembly Telespar	Set	\$278.00	\$339.16
Assembly Slip Base For 2 1/2 In Galv Post 3 Parts Make Up Assembly, SB1, Cast Iron	Set	\$118.42	\$144.47

Redi-torque top, MPH DW, Slip plate bottom, See Picture			
Ground Anchor for Assembly Slip Base for 2 1/2 In Post 3 In x 3 In x 3 Ft 7 gauge 8 oversized holes	Each	\$37.50	\$45.75
Post Sign Sq 2 1/2 x 2 1/2 x 3 Ft Perforated Steel Tubing Galvanized 12 gauge	Each	\$13.20	\$16.10
Assembly Slip Base For 3 In Galvanized Post 7 Gauge SB1	Set	\$140.98	\$172.00
Assembly Slip Base For 3 In Galv Post 7 Ga SB3	Set	\$289.00	\$352.58
Kit Hardware 10 In Slip Base for SB3 w/Metal Washer	Each	\$24.20	\$29.52
Kit Hardware 8 In Slip Base for 2 1/2 In Telespar Post SB1	Each	\$18.50	\$22.57
Kit Hardware 10 In Slip Base for 3 In Perforated Post w/Plastic Washer SB1	Each	\$18.50	\$22.57
Kit Slip Base Hdw 3-1/2 In 13 X 2 1/4 In Flg Bolts 6-1/2 In Flat Washer 6 Bushing 1 Ea 1/12 In Gasket 3 1/2 In-13 Flg, Slip base repair kit	Each	\$18.50	\$22.57
Sleeve Anchor 2 1/2 In x 18 In 12 Ga	Each	\$6.86	\$8.37
Slip Base Top 10 In For 3 In Post w/ Hardware SB1	Each	\$67.05	\$81.80
Slip Base Ground Stub 10 In w/Hardware SB1	Each	\$61.40	\$74.91
Post Sign 2 In X 2 In X 12 Ft 12 Ga Galv Perforated	Each	\$38.72	\$47.24
Post Sign 2 In X 2 In X 14 Ft Galv 12 Gauge Perforated	Each	\$44.18	\$53.90
Sign Post Sq 2 1/4 x 2 1/4 In x 3 Ft Perforated Steel Tubing Galvanized 12 gauge	Each	\$11.55	\$14.09
Sign Post Perforated 2 1/4 In X 2 1/4 In X 14 Feet 12 Ga Steel Galv	Each	\$46.26	\$56.44
Post Perforated Galv 2 1/4 In X 2 1/4 In X 16 Ft 12 gauge	Each	\$52.20	\$63.68
Post Perforated Galv 2 1/4 In X 2 1/4 In X 10 Ft 12 gauge	Each	\$34.80	\$42.46

Post Sign Sq 2 1/4 In X 2 1/4 X 20 Ft Perforated Galvanized 12 gauge	Each	\$68.15	\$83.14
Sign Post 2 1/4 X 2 1/4 X 12 Ft Galv Steel Tubing Square Perforated 12 gauge	Each	\$40.48	\$49.39
Post Perforated 2 1/2 X 2 1/2 In X 14 Ft 12 Gauge Galvanized	Each	\$48.87	\$59.62
Sign Post 2 1/2 X 2 1/2 X 12 Ft Gal Steel Tubing Square Perforated 12 gauge	Each	\$42.80	\$52.22
Post Perforated Galv 2 1/2 In X 2 1/2 In X 16 Ft 12 gauge	Each	\$55.05	\$67.16
Sign Post Sq 2 1/2 X 2 1/2 X 20 Ft Perforated Steel Tubing Galvanized 12 gauge	Each	\$69.62	\$84.94
Sign Post Sq 2 1/2 In x 2 1/2 In x 24 Ft Perforated Steel Galvanized 12 gauge	Each	\$92.18	\$112.65
Sign Post 3 In x 3 In x 16 Ft Square 7 Ga Solid Galvanized, no holes in bottom	Each	\$260.70	\$318.05
Sign Post Square 3 In x 3 In x 20 Ft 7 Gauge Solid Galvanized, no holes in bottom	Each	\$314.70	\$383.93
Sign Post Sq 3 In X 3 In X 24 Ft 7 Gauge Solid Steel Tubing Galvanized, no holes in bottom	Each	\$335.00	\$408.70
Ground anchor assembly slip base for 2 1/2" post 3 in x 3 in x 48" 7 gauge 8 oversized holes	Each	\$49.70	\$60.63
Coupler 5/8 In Lp Break Safe Type A Set of 4	Each	\$173.95	\$212.22
Coupler 1 Inch Lp Break safe Type B Set of 4	Each	\$213.70	\$260.71
WSDOT SB-1, Assy, ANGLE TOP, MPH DW, SLIP PLATE BOTTOM, See Picture	Set	\$118.42	\$144.47

2. Covered Products. The Contract is amended to expand the products included in the contract to include products below:

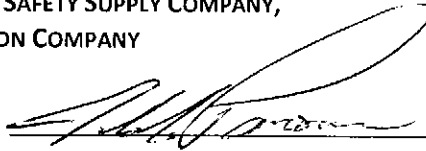
Part #	Item	Unit	Price
DP02799	Coupler 5/8 In & Special Bolts, Break Safe Type A Set of 4	Each	\$224.70
DP02801	Coupler 1 Inch & Special Bolts, Break safe Type B Set of 4	Each	\$296.80

DP00374	MASSH-400, CLOSURE CAP	Each	\$8.50
DP00373	MASSH-400, REDI-TORQUE SLIP BASE ASSEMBLY FOR 4" POST, 3 PARTS-POST RECEIVER, HDW, 36" UNIBASE	Set	\$430.00
DP00730	MASSH-400, 4" SQUARE TUBE POST 8GA, 24FT, HOLES IN ONE END	Each	\$510.00
DP00371	MASSH-400, COMPLETE POST HINGE ASSEMBLY	Each	\$285.00
DP04773	MASSH-400, UNIVERSAL POST CLAMP W/2EA S.S. RECTANGULAR HEAD BOLTS & NUTS	Each	\$25.00
DP04774	MASSH-400, 3/4" REDI-TORQUE MATCH PLATE HARDWARE KIT	Each	\$60.00

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. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission 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.

**TRAFFIC SAFETY SUPPLY COMPANY,  
A OREGON COMPANY**

By: 

Name: Jeff Parson

Title: President

Date: 12/17/18

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By: 

Name: John Allen

Title: Procurement Supervisor

Date: 12/17/18

State of Washington  
Contracts & Procurement Division  
Department of Enterprise Services  
P.O. Box 41411  
Olympia, WA 98504-1411

Traffic Safety Supply Company  
2324 SE Umatilla St Portland  
Portland, OR 97022

**FIFTH AMENDMENT  
TO  
CONTRACT NO. 02415  
SIGN SUPPORT MATERIAL**

This Fifth Amendment ("Amendment") to Contract No. 02415 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 Traffic Safety Supply Company, an Oregon Company ("Contractor") and is effective as of May 1, 2020.

**RECITALS**

1. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02415 for Sign Support Materials dated effective as of May 5, 2015 ("Contract").
2. The Parties previously amended the Contract four times:
  1. First Amendment dated April 30, 2016 (extension and management fee).
  2. Second Amendment dated October 1, 2017 (vendor management fee).
  3. Third Amendment dated May 1, 2018(extension).
  4. Fourth Amendment dated December 17, 2019 (price adjustments).
3. The amendment set forth herein is within the scope of the Contract.
4. The Parties now desire to amend the Contract as set forth herein.

**AGREEMENT**

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

1. Term. The Contract term is amended to extend the term thirty-six (36) months, ending April 29, 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.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission 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.

**TRAFFIC SAFETY SUPPLY COMPANY, AN OREGON  
COMPANY**

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

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

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

Name: Jeff Parson

Name: Danny Pratt

Title: President

Title: Contracts Specialist 3

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**SIXTH AMENDMENT  
TO  
MASTER CONTRACT NO. 02415  
SIGN SUPPORT MATERIALS**

This Sixth Amendment ("Amendment") to Master Contract No. 02415 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 Traffic Safety Supply Company, an Oregon Company ("Contractor") and is dated and effective as of July 1, 2021.

**RECITALS**

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods/services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these master contracts available, pursuant to agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. To provide a cost-effective and efficient procurement solution for state agencies and other eligible purchasers, Enterprise Services typically develops multi-year Master Contracts. Such Master Contracts establish pricing and, where appropriate, price adjustments over the term of the Master Contract.
- C. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Master Contract No. 02415 dated effective as of May 1, 2015 ("Master Contract").
- D. The Parties previously amended the Master Contract, five (5) times:
  - a. First Amendment dated April 30, 2016 (extension and management fee).
  - b. Second Amendment dated October 1, 2017 (vendor management fee).
  - c. Third Amendment dated May 1, 2018 (extension).
  - d. Fourth Amendment dated December 17, 2019 (price adjustments).
  - e. Fifth Amendment dated May 1, 2020 (extension).
- E. Enterprise Services and Contractor are witnessing unanticipated costs increases pertaining to certain raw materials, components, and logistical supply constraints that are unexpectedly tensioning pricing pertaining to this Master Contract. Accordingly, the Parties now desire to amend the Master Contract to address certain unanticipated cost increases and provide temporary an equitable, temporary price adjustment consistent with the purpose of this Master Contract.
- F. The amendment set forth herein is within the scope of the Master 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 Master Contract, as previously amended, as follows:

1. **ECONOMIC PRICE ADJUSTMENTS.** Section 5.6 – Price Adjustments of the IFB Document, incorporated by reference in the Contract, is hereby amended by deleting the existing Section 5.6 in its entirety and inserting the following provision:

**ECONOMIC ADJUSTMENT.** Beginning twelve (12) months after the effective date of this Amendment and for every annual anniversary thereafter, Contractor may request an annual 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), Series ID PCU3312103312100, issued for "Iron and steel pipe and tube manufacturing from purchased steel-Iron and steel pipes and tubes, from purchased iron and steel, not seasonally adjusted" of each contract term. The percentage difference between the PPI issued for October 2020, and the PPI issued for each October of the year of adjustment will determine the maximum allowable adjustment of original contract prices. No retroactive contract price adjustments will be allowed. The economic adjustment shall be calculated as follows:

$$\text{New Price} = \text{Old Price} \times (\text{August 2}^{\text{nd}}, 2021 \text{ NYSE American Steel Index Price [NYSE: STEEL]} / \text{November 1, 2021 NYSE ARCA Steel Index Price [NYSE: Steel]} * 0.95 [\text{Your Stated Cost Breakdown of Components}]) + [0.05 * \text{Old Price}]$$

2. **TEMPORARY PRICE ADJUSTMENT.** The Master Contract is amended to add the following provision:

**TEMPORARY PRICE ADJUSTMENT.** Notwithstanding any provision to the contrary, beginning July 1, 2021, and every month thereafter, Enterprise Services will review, evaluate, and, as appropriate in its sole determination, approve temporary price adjustments (both up or down) pertaining to Master Contract goods/services impacted by unexpected costs that are beyond the Master Contract's applicable price adjustment procedures, if any; *Provided*, however, that:

- (a) Such price adjustments are based off of a third-party index, such as the NYSE American Steel Index Price (NYSE: STEEL)

- (b) Contractor must request such temporary price adjustment in writing and set forth the unexpected costs that are adversely impacting Contractor's specific Master Contract goods/services;
  - (c) The unexpected costs must be unanticipated, beyond the reasonable control of Contractor, and impacting Contractor's industry/market segment (if the unexpected costs only are impacting Contractor and not its competitors, there will be no temporary price adjustment);
  - (d) The unexpected costs must not be part of any other price adjustment (e.g., a PPI inflation adjustment) allowed or provided by the Master Contract and, if granted by Enterprise Services, the impact of any temporary price adjustment will be considered by Enterprise Services and factored into any other price adjustments as allowed or provided by the Master Contract;
  - (e) Contractor must propose to Enterprise Services a reasonable, temporary price adjustment that, based on a material input percentage basis (or similar appropriate metric) for the goods/services equitably aligns Master Contract prices for impacted goods/services with the Master Contract's allocation of risk/return (e.g., Contractor's margin);
  - (f) Contractor must document to Enterprise Services that Contractor already has implemented equivalent or greater price adjustments for Contractor's goods/services to other non-affiliated customers outside of the Master Contract based on the unexpected costs identified to Enterprise Services;
  - (g) Contractor, acting in good faith, also must evaluate and, as appropriate, propose and accept temporary price adjustments if costs for Contractor's Master Contract goods/services have unexpectedly decreased;
  - (h) Enterprise Services, acting in good faith, will have sole discretion to approve the scope, amount, and duration of any temporary price adjustment;
  - (i) Any such temporary price adjustment will be temporary and will include a stated period that will not exceed 180 days (Contractor, if circumstances warrant, may seek a subsequent temporary price adjustment); and
  - (j) Unless and until a temporary price adjustment is approved in writing by Enterprise Services, Contractor will not adjust Master Contract prices.
3. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Master 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 Master 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 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.

**TRAFFIC SAFETY SUPPLY, AN OREGON COMPANY**

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By: 

By: Alexander Kenesson

Name: Jeff Parson

Name: Alexander Kenesson

Title: President

Title: Procurement Supervisor

Date: 8/21, 2021

Date: June 25, 2021

Contract No.:02415  
Amendment No.: 7  
Effective Date: March 22, 2018

State of Washington  
Contracts & Procurement Division  
Department of Enterprise Services  
P.O. Box 41411  
Olympia, WA 98504-1411

Traffic Safety Supply Company  
2324 SE Umatilla St  
Portland, OR 97022

**SEVENTH AMENDMENT  
TO  
CONTRACT NO. 02415  
SIGN SUPPORT MATERIALS**

This Seventh Amendment (“Amendment”) to Contract No. 02415 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 Traffic Safety Supply Company, an Oregon Company (“Contractor”) and is dated as of March 22, 2022.

**RECITALS**

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 02415 for Sign Support Material dated effective as of May 5, 2015 (“Contract”).
- B. The Parties previously amended the Contract six times.
  - First Amendment dated April 30, 2016 (extension and management fee).
  - Second Amendment dated October 1, 2017 (vendor management fee).
  - Third Amendment dates May 1, 2018 (extension).
  - Fourth Amendment dated December 17, 2019 (price adjustment).
  - Fifth Amendment dated May 1, 2020 (extension).
  - Sixth Amendment dated July 1, 2021 (language replacement).
- C. Enterprise Services and Contractor are witnessing unanticipated costs increases pertaining to certain raw materials, components, and logistical supply constraints that are unexpectedly tensioning pricing pertaining to this Master Contract. Accordingly, the Parties now desire to amend the Master Contract to address certain unanticipated cost increases and provide temporary an equitable, temporary price adjustment consistent with the purpose of this Master Contract.
- 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 PRICE ADJUSTMENTS. Section 5.6 – Price Adjustments of the IFB Document, incorporated by reference in the Contract, is hereby amended by deleting the existing Section 5.6 in its entirety and inserting the following provision:

ECONOMIC ADJUSTMENT. Beginning twelve (12) months after October 1, 2021, and for every annual anniversary thereafter, Contractor may request an annual 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), Series ID PCU3312103312100, issued for "Iron and steel pipe and tube manufacturing from purchased steel-Iron and steel pipes and tubes, from purchased iron and steel, not seasonally adjusted" of each contract term. The percentage difference between the PPI issued for October of the year of adjustment, and the October of the prior year will determine the maximum allowable adjustment of original contract prices. No retroactive contract price adjustments will be allowed. Failure to accept this price change may result in mutual termination. The economic adjustment shall be calculated as follows:

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

2. TEMPORARY PRICE ADJUSTMENT. The Master Contract is amended to add the following provision:

TEMPORARY PRICE ADJUSTMENT. Notwithstanding any provision to the contrary, beginning May 1, 2022, Enterprise Services will review, evaluate monthly, and, as appropriate in its sole determination, approve temporary price adjustments pertaining to Master Contract goods/services impacted by unexpected costs that are beyond the Master Contract's applicable price adjustment procedures, if any; *Provided*, however, that:

- (a) Such price adjustments are based off of a third-party index, such as the NYSE American Steel Index Price (NYSE: STEEL)
- (b) The unexpected costs must be unanticipated, beyond the reasonable control of Contractor, and impacting Contractor's industry/market segment (if the unexpected costs only are impacting Contractor and not its competitors, there will be no temporary price adjustment);
- (c) The unexpected costs must not be part of any other price adjustment (e.g., a PPI inflation adjustment) allowed or provided by the Master Contract and, if granted by Enterprise Services, the impact of any temporary price

adjustment will be considered by Enterprise Services and factored into any other price adjustments as allowed or provided by the Master Contract;

- (d) Enterprise Services, acting in good faith, will have sole discretion to approve the scope, amount, and duration of any temporary price adjustment;
- (e) Any such temporary price adjustment will be temporary and will include a stated period that will not exceed 180 days (Contractor, if circumstances warrant, may seek a subsequent temporary price adjustment); and
- (f) Unless and until a temporary price adjustment is approved in writing by Enterprise Services, Contractor will not adjust Master Contract prices.

3. PRICE ADJUSTMENT. The Contract pricing is amended to reflect the updated pricing in Exhibit A.
4. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Master Contract is unaffected and remains in full force and effect.
5. 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.
6. 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.
7. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission 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.
8. 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.

**TRAFFIC SAFETY SUPPLY COMPANY,  
A OREGON COMPANY**

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

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

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

Name: Jeff Parson

Name: Alexander Kenesson

Title: President

Title: Procurement Supervisor

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit A**

<b>02415-SIGN SUPPORT MATERIALS</b>			<b>Traffic Safety Supply Co.</b>
<b>PART#</b>	<b>Description</b>	<b>Unit of issue</b>	<b>UNIT PRICES:</b>
16501801	Assembly Post Clip Alum SC 100 1 3/8 x 1 7/8 In, 7/16 In Dia Hole in Clip 1 In Head x 3/8 Dia Bolt, with nut and washer	SET	\$5.09
17202000	Angle Alum 1 3/4 X 1 3/4 X 1/4 In, 25 Ft Long Structural Shape Used To Mount Traffic Signs	EA	\$177.24
17202200	Angle Alum 3 In x 2 In x 1/4 In, -25 Ft Long Used to Mount Traffic Signs	EA	\$234.45
17202300	Windbeam Alum 2 1/2 In W X 3 In H X 25 Ft Beam Extruded Alum Used In Mounting Sign To Sign Post	EA	\$211.52
17202400	Z Bar Alum 3 x 3 x 3 x 1/4 In 25 Ft Long For Sign Support	EA	\$520.88
16505105	Brace For Aluminum Street Signs, 1 1/2" x 1/8" x 44" Galvanized Steel for sq tube 2 1/2"	EA	\$52.58
16505106	Brace For Aluminum Street Signs, 1 1/2" x 1/8" x 48" Galvanized Steel for sq tube 2 1/2"	EA	\$58.88
16505107	Brace For Aluminum Street Signs, 1 1/2" x 1/8" x 36" Galvanized Steel for sq tube 2 1/2"	EA	\$42.47
11501023	Anchor System V Lock 225vs3 For 2 1/4 In Sq Tube Sign Post Galvanized	EA	\$106.10
11501030	Anchor System V Lock 250vs3 For 2 1/2 In Sq Tube Sign Post Galvanized	EA	\$129.06
12100901	Anchor Telespar 30 In For A 2 In Square Perforated Post 12 gauge	EA	\$23.67
12100270	Anchor Sign Post 36 In For 2 1/4 In With 2 1/2 In x 18 In Welded Sleeve Ultimate Support System 12 Gauge	EA	\$57.45
12101405	Anchor 36 Inch Heavy Duty For 2 1/2 Inch Square Tube Type Perforated Post Galvanized 7 gauge, 10 Hole	EA	\$88.38
12101425	Anchor Post Sign 48 Inch For 2 1/2 In Sq Tube Type Telespar Post Hda348 Galvanized 7 gauge, 10 Hole, ST4	EA	\$113.45
12101225	Anchor Sign 24 In For 2 In Square Sign Post 12ga, 2 1/4", ST2	EA	\$19.86
12100722	Assembly Slip Base Complete Type SB 2 Consists of 2 1/2 Top And Bottom Assembly Telespar	EA	\$741.06
21505	Assembly Slip Base Complete Type SB 3 Consists of 2 1/2 Top And Bottom Assembly Telespar	SET	\$661.36

21310	Assembly Slip Base For 2 1/2 In Galv Post 3 Parts Make Up Assembly, SB1, Cast Iron Redi-torque top, MPHDW, Slip plate bottom, See Picture	SET	\$281.72
12101410	Ground Anchor for Assembly Slip Base for 2 1/2 In Post 3 In x 3In x 3 Ft 7 gauge 8 oversized holes	EA	\$89.21
12101010	Post Sign Sq 2 1/2 x 2 1/2 x 3 Ft Perforated Steel Tubing Galvanized 12 gauge	EA	\$31.40
21410	Assembly Slip Base For 3 In Galvanized Post 7 Gauge SB1	SET	\$335.39
21510	Assembly Slip Base For 3 In Galv Post 7 Ga SB3	SET	\$687.53
12100745	Kit Hardware 10 In Slip Base for SB3 w/Metal Washer	EA	\$57.57
12100706	Kit Hardware 8 In Slip Base for 2 1/2 In Telespar Post SB1	EA	\$44.01
12100707	Kit Hardware 10 In Slip Base for 3 In Perforated Post w/Plastic Washer SB1	EA	\$44.01
12100706	Kit Slip Base Hdw 3-1/2 In 13 X 2 1/4 In Flg Bolts 6-1/2 In Flat Washer 6 Bushing 1 Ea 1/12 In Gasket 3 1/2 In-13 Flg, Slip base repair kit	EA	\$44.01
12101000	Sleeve Anchor 2 1/2 In x 18 In 12 Ga	EA	\$16.32
12100715	Slip Base Top 10 In For 3 In Post w/ Hardware SB1	EA	\$159.51
12100711	Slip Base Ground Stub 10 In w/Hardware SB1	EA	\$146.07
12100312	Post Sign 2 In X 2 In X 12 Ft 12 Ga Galv Perforated	EA	\$92.11
12100314	Post Sign 2 In X 2 In X 14 Ft Galv 12 Gauge Perforated	EA	\$105.10
12100900	Sign Post Sq 2 1/4 x 2 1/4 In x 3 Ft Perforated Steel Tubing Galvanized 12 gauge	EA	\$27.48
12100414	Sign Post Perforated 2 1/4 In X 2 1/4 In X 14 Feet 12 Ga Steel Galv	EA	\$110.05
12100416	Post Perforated Galv 2 1/4 In X 2 1/4 In X 16 Ft 12 gauge	EA	\$124.18
12100410	Post Perforated Galv 2 1/4 In X 2 1/4 In X 10 Ft 12 gauge	EA	\$82.79
12100420	Post Sign Sq 2 1/4 In X 2 1/4 X 20 Ft Perforated Galvanized 12 gauge	EA	\$162.13
12100412	Sign Post 2 1/4 X 2 1/4 X 12 Ft Galv Steel Tubing Square Perforated 12 gauge	EA	\$96.30
12100514	Post Perforated 2 1/2 X 2 1/2 In X 14 Ft 12 Gauge Galvanized	EA	\$116.26
12100512	Sign Post 2 1/2 X 2 1/2 X 12 Ft Gal Steel Tubing Square Perforated 12 gauge	EA	\$101.82
12100516	Post Perforated Galv 2 1/2 In X 2 1/2 In X 16 Ft 12 gauge	EA	\$130.96

12100520	Sign Post Sq 2 1/2 X 2 1/2 X 20 Ft Perforated Steel Tubing Galvanized 12 gauge	EA	\$165.63
12100524	Sign Post Sq 2 1/2 In x 2 1/2 In x 24 Ft Perforated Steel Galvanized 12 gauge	EA	\$219.30
12100576	Sign Post 3 In x 3 In x 16 Ft Square 7 Ga Solid Galvanized, no holes in bottom	EA	\$620.21
12100577	Sign Post Square 3 In x 3 In x 20 Ft 7 Gauge Solid Galvanized, no holes in bottom	EA	\$748.67
12100578	Sign Post Sq 3 In X 3 In X 24 Ft 7 Gauge Solid Steel Tubing Galvanized, no holes in bottom	EA	\$796.97
12101423	Ground anchor assembly slip base for 2 1/2" post 3 in x 3 in x 48" 7 gauge 8 oversized holes	EA	\$118.24
DP02798	Coupler 5/8 In Lp Break Safe Type A Set of 4	EA	\$413.83
DP02800	Coupler 1 Inch Lp Break safe Type B Set of 4	EA	\$508.39
21350	WSDOT SB-1, Assy, ANGLE TOP, MPH DW, SLIP PLATE BOTTOM, See Picture	SET	\$281.72
DP02799	Coupler 5/8 In & Special Bolts, Break Safe Type A Set of 4	EA	\$438.17
DP02801	Coupler 1 Inch & Special Bolts, Break safe Type B Set of 4	EA	\$578.76
DP00374	MASSH-400, CLOSURE CAP	EA	\$16.58
DP00373	MASSH-400, REDI-TORQUE SLIP BASE ASSEMBLY FOR 4" POST, 3 PARTS-POST RECEIVER, HDW, 36" UNIBASE	SET	\$838.50
DP00730	MASSH-400, 4" SQUARE TUBE POST 8GA, 24FT, HOLES IN ONE END	EA	\$994.50
DP00371	MASSH-400, COMPLETE POST HINGE ASSEMBLY	EA	\$555.75
DP04773	MASSH-400, UNIVERSAL POST CLAMP W/2EA S.S. RECTANGULAR HEAD BOLTS & NUTS	EA	\$48.75
DP04774	MASSH-400, 3/4" REDI-TORQUE MATCH PLATE HARDWARE KIT	EA	\$117.00