

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.:	02917
Wilbur-Ellis Company LLC 12001 E Empire Avenue Spokane Valley, WA 99206	Amendment No.:	1
	Effective Date:	March 15, 2018

**FIRST AMENDMENT  
TO  
CONTRACT No. 02917  
VEGETATION MANAGEMENT**

This First Amendment ("Amendment") to Contract No. 02917 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 Wilbur-Ellis Company LLC, a California Limited Liability Corporation ("Contractor") and is dated as of March 15, 2018.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02917 for vegetation management dated effective as of January 1, 2018 ("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.

**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:

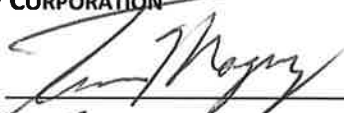
1. **PRODUCTS COVERED.** The Contract is amended to add the following pre-blended product to Category 2:
  - a. Vastlan 96 oz., Milestone 10 oz., Water 22 oz., \$83.45/gallon, \$1,251.90/15 Gal. Drum
2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains 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.

**WILBUR-ELLIS COMPANY LLC, A CALIFORNIA LIMITED  
LIABILITY CORPORATION**

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By:   
Name: Tim Magney  
Title: Branch Manager  
Date: March 1 2018

By: Melanie Williams  
Name: Melanie Williams  
Title: Contracts Specialist  
Date: 03/01/18

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.:	02917
Wilbur-Ellis Company LLC 12001 E Empire Avenue Spokane Valley, WA 99206	Amendment No.:	2
	Effective Date:	March 25, 2018

**SECOND AMENDMENT  
TO  
CONTRACT NO. 02917  
VEGETATION MANAGEMENT**

This Second Amendment ("Amendment") to Contract No. 02917 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 Wilbur-Ellis Company LLC, a California Limited Liability Corporation ("Contractor") and is dated as of March 25, 2018.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02917 for vegetation management dated effective as of January 1, 2018 ("Contract").
- B. The Parties previously amended the Contract one time effective March 15, 2018 modifying the product offerings.
- 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. **PRODUCTS COVERED.** The Contract is amended to add to Category 1: Crosshair, \$41.60 per gallon in 4 x1 gallon and 2x2.5 gallon containers.
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.

**WILBUR-ELLIS COMPANY LLC, A CALIFORNIA LIMITED  
LIABILITY CORPORATION**

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By: Wilbur Ellis Co LLC  
Name: Jim Magy  
Title: Branch Manager  
Date: 5-17-2018

By: Melanie Williams  
Name: Melanie Williams  
Title: Contracts Specialist  
Date: 5/17/18

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

Wilbur-Ellis Company, LLC  
1519 14<sup>th</sup> ST NW  
SEATTLE WA 98188-3418 USA

**THIRD AMENDMENT  
TO  
CONTRACT NO. 02917  
VEGETATION MANAGEMENT**

This Third Amendment ("Amendment") to Contract No. 02917 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 Wilbur-Ellis Company LLC., a California Limited Liability Company ("Contractor") and is dated as of March 1, 2019.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02917 for vegetation management dated effective as of January 1, 2018 ("Contract").
- B. The Parties previously amended the Contract as follows
  - a. Amendment 1 effective March 15, 2018 (expand product offerings)
  - b. Amendment 2 effective May 25, 2018 (expand product offerings)
- 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 amended to adjust prices to reflect current price trends.

Product	Commodity Code	Packaging	Unit Size	Current Price	New Price
Aquaneat	675-90-48-127	2 X 2.5 gal.	Per Gallon	\$14.25	\$ 15.53
Esplanade 200SC	675-90-48-231	2 X 2.5 gal.	Per Gallon	\$311.93	\$ 327.53
		4 x 1qt.		\$1,121.40	\$1,178.11
Polaris	675-90-48-570	2 X 2.5 gal.	Per Gallon	\$62.50	\$ 50.50
Oust	675-85-42-786	48 oz.	Per Ounce	\$1.41	\$ 1.47

Roundup Pro Concentrate	675-90-48-678	2 X 2.5 gal.	Per Gallon	\$15.00	\$ 16.00
Roundup Pro Max	675-90-48-680	2 X 2.5 gal.	Per Gallon	\$24.00	\$ 24.96
E2	675-90-48-232	2 X 2.5 gal.	Per Gallon	\$32.92	\$ 42.00
Escort XP	675-90-48-417	8 X 16 oz.	Per Ounce	\$2.04	\$ 2.13
Garlon 3A	675-90-48-790	2 X 2.5 gal.	Per Gallon	\$39.75	\$ 42.93
Capstone	675-90-48-421	2 X 2.5 gal.	Per Gallon	\$40.00	\$ 42.00
Vastlan	675-90-48-795	1 gal. , 5 gal.	Per Gallon	\$73.65	\$ 75.85
Gallery SC Gallery 75 DF	675-90-48-240 675-85-42-381	4 X 1 lbs qt /gal	Per Gallon Per Pound	\$151.36	\$ 157.44
				\$605.44	\$629.50
				\$113	\$117.50
Surflan AS	675-90-48-462	2 X 2.5 gal.	Per Gallon	\$44.78	\$ 51.04
LI 700	675-55-16-758	2 X 2.5 gal.	Per Gallon	\$22.00	\$ 27.50
Blend #5 Bareground	675-90-48-165	15 gal. drum	Per Gallon	\$167.02	\$ 172.02
Blend #6 Bareground	675-90-48-167	15 gal. drum	Per Gallon	\$62.76	\$ 64.01
Blend #7 Bareground	675-90-48-171	15 gal. drum	Per Gallon	\$95.27	\$ 99.08
Blend #8 Bareground	675-90-48-158	15 gal. drum	Per Gallon	\$55.89	\$ 57.00
Blend #9 Bareground	675-90-48-172	12 gal. drum	Per Gallon	\$96.12	\$ 98.04
Blend #10 Bareground	675-90-48-175	12 gal. drum	Per Gallon	\$80.03	\$ 81.63
Blend #11 Bareground	675-90-48-176	12 gal. drum	Per Gallon	\$107.86	\$ 112.17
Capstone	675-90-48-421	15 gal. drum	Per Gallon	\$40.00	\$ 42.00
Garlon 3A	675-90-48-790	15 gal. drum	Per Gallon	\$44.71	\$ 48.28
Vastlan	675-90-48-795	15 gal. drum	Per Gallon	\$78.47	\$ 80.82
Polaris AC	675-90-48-572	15 gal. drum	Per Gallon	\$93.44	\$ 91.58
Krovar 1DF (WSDOT Eastside Only)	675-85-42-070	8 X 6 lb. 25 lb.	Per Pound	\$6.75	\$ 8.22

2. PRODUCT OFFERING. The contract is amended to remove the following product offerings:

a. Perspective

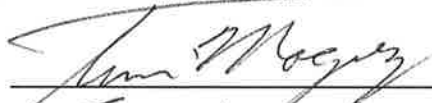
b. Streamline


3. PRODUCTS COVERED. The contract is amended to add the following product to Master Contract 02917: Laramie 16oz container \$6.43 per oz.
4. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the 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.

**WILBUR-ELLIS COMPANY**  
**A CALIFORNIA LIMITED LIABILITY COMPANY**

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

By:   
Name: Tim Magway  
Title: Branch Manager  
Date: 2-27-19

By:   
Name: John Allen  
Title: Procurement Supervisor  
Date: 2/28/19

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

Wilbur-Ellis Company, LLC  
1519 14<sup>th</sup> ST NW  
SEATTLE WA 98188-3418 USA

**FOURTH AMENDMENT  
TO  
CONTRACT NO. 02917  
VEGETATION MANAGEMENT**

This Fourth Amendment ("Amendment") to Contract No. 02917 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 Wilbur-Ellis Company LLC., a California Limited Liability Company ("Contractor") and is dated as of May 8, 2019.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02917 for Vegetation Management dated effective as of January 1, 2018 ("Contract").
- B. The Parties previously amended the Contract as follows:
  - Amendment 1 effective March 15, 2018 (expand product offerings).
  - Amendment 2 effective March 25, 2018 (expand product offerings).
  - Amendment 3 effective March 1, 2019 (increase prices).
- 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. **CATEGORY 1 PRICING.** The Contract is amended to revise the price sheet under Category 1 Adjuvants/Surfactants section, to clarify the different defoamers, as set forth in the attached Exhibit 1.
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.

**WILBUR-ELLIS COMPANY**  
**A CALIFORNIA LIMITED LIABILITY COMPANY**

By: Tim Magney  
Name: Tim Magney  
Title: Branch Manager  
Date: 6-3-19

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

By: Leslie Edwards  
Name: Leslie Edwards  
Title: Contract Specialist  
Date: 6-4-19

Exhibit 1

Adjuvants / Surfactants	48	99% Ammonium Sulfate	Ammonium Sulfate Fines	675-55-78-015	1 X 50 lbs.	\$0.19	Per Gallon
	49	Agri-dex	Agri-dex	675-55-78-010	2 X 2.5 gal.	\$16.00	Per Gallon
	50	46.31% Carbonic acid, dipotassium salt NPE Free 53.69% Constituents ineffective as spray adjuvant	climb	675-55-16-092	1 X 1 gal.	\$56.00	Per Gallon
	51	100% Alcohol ethoxylates, silicone-polyether copolymer, propylene glycol and dimethylpolysiloxane	Sylcoat	675-55-78-708	4 X 1 gal.	\$99.00	Per Gallon
	52	100% Modified Vegetable Oil, Aliphatic Mineral Oil, Amine salts of Organic Acids, Aromatic Acid, NPE Free	Inplace Crosshair	675-55-78-066 675-90-48-197	2 x 2.5 gal.	\$33.00 \$49.60	Per Gallon
	53	LI 700	LI 700	675-55-16-758	2 X 2.5 gal.	\$27.50	Per Gallon
	54	100% Methylated vegetable oil, alcohol ethoxylate, phosphatidylcholine	Superspread MSO	675-55-78-750	2 X 2.5 gal.	\$14.50	Per Gallon
	55	90% Alky phenol ethoxylate, Isopropanol, and Fatty Acids 10% Constituents ineffective as spray adjuvant	Insist 90 Plus	675-90-13-250	2 x 2.5 gal.	\$15.75	Per Gallon
	56	100% Methylated esters of fatty acids, alcohol ethoxylate, and polyether modified polysiloxane	Syltac EA	675-55-78-791	4 X1 gal.	\$57.25	Per Gallon
	57	1% Polyvinyl polymer (polyacrylamide) 99% Constituents ineffective as spray adjuvant	EDT Concentrate	675-90-48-226	2 X 2.5 gal.	\$15.00	Per Gallon
Adjuvants / Surfactants	58	90% 1,2-Propanediol, propane-1,2,3-triol, alcohol ethoxylate, dimethylpolysiloxane	Insist 90 Plus	675-90-13-250	2 X 2.5 gal.	\$15.75	Per Gallon
	59	76% Siloxylated Polyether 24% Surfactant Mixture	Sylcoat	675-55-78-708	4 X 1 gal.	\$99.00	Per Gallon
	60	100% Ethylated seed oil Eco Advantage	Hasten EA	675-55-78-058	4 X 1 gal.	\$31.50	Per Gallon
	61	98% Polyoxethylene fatty acid ester Eco Advantage	Rainier	675-55-78-020	2 X 2.5 gal.	\$29.00	Per Gallon
	62	12.5% Dimethylpolysiloxane, polypropylene glycol, and methylated silica	ETF Defoamer	675-55-16-100	quart bottle	\$20.00	Per Quart
	62	87.5% Constituents ineffective as spray adjuvant	Alligare Anti-foamer	675-55-16-030	1 x 1 gal.	\$26.00	Per Gallon
	63	100% Polymethylsiloxane-copolymer, polyether	Sylcoat	675-55-78-708	4 X 1 gal.	\$99.00	Per Gallon



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

Wilbur-Ellis Company, LLC  
1519 14<sup>th</sup> St. NW  
Seattle, WA 98188-3418

**FIFTH AMENDMENT  
TO  
CONTRACT NO. 02917  
VEGETATION MANAGEMENT**

This Fifth Amendment ("Amendment") to Contract No. 02917 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 Wilbur-Ellis Company LLC., a California Limited Liability Company ("Contractor") and is dated as of March 30, 2020.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02917 for Vegetation Management dated effective as of January 1, 2018 ("Contract").
- B. The Parties previously amended the Contract four (4) times.
  - a. Amendment 1 effective March 15, 2018 (expand product offerings).
  - b. Amendment 2 effective March 25, 2018 (expand product offerings).
  - c. Amendment 3 effective March 1, 2019 (increase price)
  - d. Amendment 4 effective May 8, 2019 (revise price sheet).
- 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. The Contract is amended to add products indicated below.

**Category 1**

<b>Active Ingredient</b>	<b>Product</b>	<b>Commodity Code</b>	<b>Packaging</b>	<b>Unit Size</b>	<b>Manufacturer</b>
Imazapyr @ 2lb./gal. 48 oz/acre- Application	Blend SA1. 128 oz/acre. Glyphosate 5.4 (48 oz/ac 720 oz)	675-90-48-069	15 gal. drum	\$27.88	Per gallon

Rate – 15 gal. drum, 128 oz blended					
Roundup Pro Conc. 26 oz/acre. – 15 gal. drum, 128 oz blended	<b>Blend EW1.</b> Frequency (8 oz/ac 160 oz), Portfolio 4F (10 oz/ac 200 oz), Telar XP (2 oz/ac 40 oz)	675-90-48-073	15 gal. drum	\$93.05	Per gallon
Roundup Pro Conc. 26 oz/acre. – 15 gal. drum, 128 oz blended	<b>Blend EW2,</b> Esplanade 200sc (5 oz/ac 100 oz), Portfolio 4F (10 oz/ac 200 oz), Laramie (4 oz/ac 80 oz)	675-90-48-074	15 gal. drum	\$92.00	Per gallon
Roundup Pro Conc. 26 oz/acre. – 15 gal. drum, 128 oz blended	<b>Blend EW3,</b> Esplanade 200sc (5 oz/ac 100 oz), Frequency (8 oz/ac 160 Oz), Milestone (7 oz/ac 140 Oz)	675-90-48-076	15 gal. drum	\$98.79	Per gallon
Roundup Pro Conc. 26 oz/acre. – 15 gal. drum, 128 oz blended	<b>Blend EW4,</b> Frequency (8 oz/ac 160 Oz), Portfolio 4F (10 oz/ac 200 oz), Laramie (4 oz/ac 80 Oz)	675-90-48-077	15 gal. drum	\$82.70	Per gallon
Esplanade 200sc 7 oz/acre. – 15 gal. drum, 128 oz blended	<b>Blend EW5,</b> Esplanade 200sc (7 oz/ac 140 oz), Portfolio 4F (10 oz/ac 160 oz), Laramie (4 oz/ac 80 oz)	675-90-48-078	15 gal. drum	\$110.72	Per gallon
Esplanade 200sc 7 oz/acre. – 15 gal. drum, 128 oz blended	<b>Blend EW6,</b> Frequency (8 oz/ac 160 Oz), Milestone (7 oz/ac 140 oz)	675-90-48-079	15 gal. drum	\$117.52	Per gallon

Roundup Pro Conc. 32 oz/acre— 15 gal. drum, 128 oz blended	<b>Blend R1</b> , Esplanade 200sc (5 oz/ac 100 Oz), Method 240SL (12.7 oz/ac 254 oz), Escort XP (1.5 oz/ac 30 oz)	675-90-48-081	15 gal. drum	\$85.96	Per gallon
Roundup Pro Conc. 32 oz/acre— 15 gal. drum, 128 oz blended	<b>Blend R2</b> , Esplanade 200sc (7 oz/ac 140 oz), Milestone (7 oz/ac 140 oz), Oust XP (5 oz/ac 100 oz).	675-90-48-082	15 gal. drum	\$90.90	Per gallon
Roundup Pro Conc. 32 oz/acre – 15 gal. drum, 128 oz blended	<b>Blend R3</b> , Frequency (8 oz/ac 160 oz), Lockdown SC (12 oz/ac 240 oz).	675-90-48-083	15 gal. drum	\$73.50	Per gallon
Roundup Pro Conc. 32 oz/acre – 15 gal. drum, 128 oz blended	<b>Blend R4</b> , Esplanade 200sc (5 oz/ac 100 oz), Lockdown SC (8 oz/ac 160 oz), Escort XP (1.5 oz/ac 30 oz).	675-90-48-084	15 gal. drum	\$75.14	Per gallon
Roundup Pro Conc. 32 oz/acre – 15 gal. drum, 128 oz blended	<b>Blend R5</b> , Frequency Pro Concentrate (8 oz/ac 640 oz), Frequency (8 oz/ac 160 oz), Method 240SL (12.7 oz/ac 254 oz), Oust XP (5 oz/ac 100 oz).	675-90-48-085	15 gal. drum	\$80.65	Per gallon
Roundup Pro Conc. 32 oz/acre – 15 gal. drum, 128 oz blended	<b>Blend R6</b> , Lockdown SC Concentrate (32oz/ac 640 oz), Lockdown SC (8 oz/ac 160 oz), Milestone 240 (7 oz/ac 140 oz), Telar XP (2 oz/ac 40 oz).	675-90-48-086	15 gal. drum	\$61.37	Per gallon
Roundup Pro Conc. 32 oz/acre	<b>Blend R7</b> , Lockdown SC Concentrate (32oz/ac 640 oz), Lockdown SC (12 oz/ac	675-90-48-087	15 gal. drum	\$50.49	Per gallon

- 15 gal. drum, 128 oz blended	240 oz), Milestone (7 oz/ac 140 oz).				
Roundup Pro Conc. 32 oz/acre - 15 gal. drum, 128 oz blended	<b>Blend R8</b> , Esplanada 200 SC (5oz/ac 100 oz), Milestone (7 oz/ac 140 oz).	675-90-48-088	15 gal. drum	\$65.13	Per gallon
Roundup Pro Conc. 32 oz/acre - 15 gal. drum, 128 oz blended	<b>Blend R9</b> , Esplanada 200 SC (5oz/ac 100 oz), Method 240SL (12.7 oz/ac 254 oz).	675-90-48-089	15 gal. drum	\$82.90	Per gallon

**Category 2**

<b>Manufacturer</b>	<b>Brand Name</b>	<b>Pkg. Size</b>	<b>Unit Cost</b>	<b>Unit Size</b>
Roundup Pro Concentrate	675-90-48-685	15 gal. drum	\$21.32	Per gallon
Glyphosate 5.4	675-90-48-092	15 gal. drum	\$20.85	Per gallon
Milestone	675-90-48-424	15 gal. drum	265.00	Per gallon
Vastlan	675-90-48-922	15 gal. drum	\$92.83	Per gallon
Element 4	675-90-48-097	15 gal. drum	\$55.32	Per gallon
Esplanade 200SC	675-90-48-098	15 gal. drum	\$1,198.08	Per gallon
Frequency	675-90-48-090	15 gal. drum	\$600.00	Per gallon
Lockdown SC	675-90-48-095	15 gal. drum	\$386.78	Per gallon
Krenite	675-55-78-096	15 gal. drum	\$122.41	Per gallon

MSO	675-55-78-422	15 gal. drum	\$16.32	Per gallon
Syl-tac EA	675-55-78-775	15 gal. drum	\$44.67	Per gallon
Competitor	675-55-78-046	15 gal. drum	\$30.32	Per gallon

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.

**WILBUR-ELLIS COMPANY,  
A LIMITED LIABILITY COMPANY**

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

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

Title: \_\_\_\_\_

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

*Tim Magrley*  
 \_\_\_\_\_  
*Tim Magrley*  
 \_\_\_\_\_  
*Operations Manager*  
 \_\_\_\_\_  
*3-31-2020*  
 \_\_\_\_\_

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

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

Name: Breann Aggers

Title: Contracts Specialist

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

*Breann Aggers*  
 \_\_\_\_\_

*3/31/20*  
 \_\_\_\_\_



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

Wilbur-Ellis Company, LLC  
1519 14<sup>th</sup> St. NW  
Seattle, WA 98188-3418

**SIXTH AMENDMENT  
TO  
CONTRACT No. 02917  
VEGETATION MANAGEMENT**

This Sixth Amendment (“Amendment”) to Contract No. 02917 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 Wilbur-Ellis Company, LLC, a California Limited Liability Company (“Contractor”) and is dated as of November 16, 2020.

**RECITALS**

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 02917 for Vegetation Management dated effective as of January 1, 2018 (“Contract”).
- B. The Parties previously amended the Contract five (5) times.
  - a. Amendment 1 effective March 15, 2018 (expand product offerings).
  - b. Amendment 2 effective March 25, 2018 (expand product offerings).
  - c. Amendment 3 effective March 1, 2019 (increase price)
  - d. Amendment 4 effective May 8, 2019 (revise price sheet).
  - e. Amendment 5 effective March 30, 2020 (expand product offerings).
- 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. Section 3.3 Price Adjustment of the Contract is hereby amended by deleting the section in its entirety and replacing it with the following:

Beginning twelve (12) months after the effective date of this Master Contract and for every annual anniversary thereafter, the prices set forth in *Exhibit B* shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices for the most recent year. Economic adjustment will lag one (1) calendar month past the Contract commencement date to allow for publication of BLS data. All

calculations for the index shall be based upon the latest version of the data published as of December each year. If an index is recoded, the replacement is a direct substitute according to the BLS, this Contract will instead use the recode. If an index becomes unavailable, Department of Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index will be used. The economic adjustment shall be calculated as follows:

New Price = Old Price x (Yearly Averaged Indices/Base Average Indices).

Indexes to be used:

PPI	Title
PCU3253203253207	Pesticide and other agricultural chemical manufacturing-Household and institutional pesticides and chemicals, not seasonally adjusted

2. PRICE INCREASE. The contract is amended to adjust prices to reflect current price trends.

**Category 1**

Product	Commodity Code	Packaging	Unit Size	Unit Price	New Price
Aquaneat	675-90-48-127	2 X 2.5 gal.	Per Gallon	\$15.53	\$15.84
Arsenal Powerline	675-90-48-135	2 X 2.5 gal.	Per Gallon	\$68.00	\$69.36
Ecoamazapyr 2SI	675-90-48-080	2 X 2.5 gal.	Per Gallon	\$45.00	\$45.90
Diuron (WSDOT Eastside Only)	675-90-48-213	2 X 2.5 gal.	Per Gallon	\$15.25	\$15.56
Esplanade 200SC	675-90-48-231	2 X 2.5 gal. 4 x 1qt.	Per Gallon	\$1,178.11 \$327.53	\$1201.67 \$344.08
Frequency	675-90-48-234	2 X 1 gal.	Per Gallon	\$722.00	\$736.44
Polaris	675-90-48-570	2 X 2.5 gal.	Per Gallon	\$50.50	\$51.51
Krovar 1DF (WSDOT Eastside Only)	675-85-42-070	8 X 6 lb. 25 lb.	Per Pound	\$8.22	\$8.38
Landmark XP	675-85-42-438	8 X 64 oz.	Per Ounce	\$4.61	\$4.70
Method 240 SL	675-90-48-418	2 X 2.5 gal. 4 x 1qt.	Per Gallon	\$320.95 \$92.16	\$327.37 \$94.00
Oust	675-85-42-786	48 oz.	Per Ounce	\$1.47	\$1.50
Payload	675-85-42-497	2 X 12 lb.	Per Gallon	\$58.77	\$59.95
Portfolio	675-90-48-570	2 X 2.5 gal.	Per Gallon	\$440.32	\$449.13
Glystar Plus	675-90-48-075	2 X 2.5 gal.	Per Gallon	\$10.20	\$10.40
Roundup Pro Concentrate	675-90-48-678	2 X 2.5 gal.	Per Gallon	\$16.00	\$16.32

<b>Roundup Pro Max</b>	675-90-48-680	2 X 2.5 gal.	<b>Per Gallon</b>	<b>\$24.96</b>	<b>\$25.46</b>
<b>Imazuron</b>	675-85-42-378	4 X 10 lb.	<b>Per Gallon</b>	<b>\$8.22</b>	<b>\$8.38</b>
<b>Maestro 2EC</b>	675-90-48-411	2 X 2.5 gal.	<b>Per Gallon</b>	<b>\$31.00</b>	<b>\$31.62</b>
<b>Crossbow</b>	675-90-48-055	2 X 2.5 gal.	<b>Per Gallon</b>	<b>\$40.00</b>	<b>\$40.80</b>
<b>Curtail</b>	675-90-48-191	2 X 2.5 gal.	<b>Per Gallon</b>	<b>\$35.20</b>	<b>\$35.90</b>
<b>E2</b>	675-90-48-232	2 X 2.5 gal.	<b>Per Gallon</b>	<b>\$42.00</b>	<b>\$42.84</b>
<b>Escort XP</b>	675-90-48-417	8 X 16 oz.	<b>Per Ounce</b>	<b>\$2.13</b>	<b>\$2.17</b>
<b>Garlon 3A</b>	675-90-48-790	2 X 2.5 gal.	<b>Per Gallon</b>	<b>\$42.93</b>	<b>\$43.79</b>
<b>Garlon 4 Ultra</b>	675-90-48-228	2 X 2.5 gal.	<b>Per Gallon</b>	<b>\$43.75</b>	<b>\$44.63</b>
<b>Krenite S</b>	675-90-48-360	2 X 2.5 gal.	<b>Per Gallon</b>	<b>\$56.00</b>	<b>\$57.12</b>
<b>Milestone</b>	675-90-48-423	2 X 2.5 gal.	<b>Per Gallon</b>	<b>\$277.00</b>	<b>\$282.54</b>
<b>Capstone</b>	675-90-48-421	2 X 2.5 gal.	<b>Per Gallon</b>	<b>\$42.00</b>	<b>\$42.84</b>
<b>Opensight</b>	675-85-42-485	2 X 10 lbs. 6 X 1.25 lbs.	<b>Per Pound</b>	<b>\$87.50</b>	<b>\$89.25</b>
<b>2,4-D Amine</b>	675-90-48-115	2 X 2.5 gal.	<b>Per Gallon</b>	<b>9.34</b>	<b>\$9.53</b>
<b>Telar XP</b>	675-85-42-169	8 X 16 oz.	<b>Per Ounce</b>	<b>\$10.68</b>	<b>\$10.89</b>
<b>Tordon 22K</b>	675-90-48-524	2 X 2.5 gal.	<b>Per Gallon</b>	<b>\$42.50</b>	<b>\$43.35</b>
<b>Transline</b>	675-90-48-192	2 X 2.5 gal.	<b>Per Gallon</b>	<b>\$114.88</b>	<b>\$117.18</b>
<b>Dicamba HD</b>	675-90-48-201	2 X 2.5 gal.	<b>Per Gallon</b>	<b>\$38.00</b>	<b>\$38.76</b>
<b>Weedmaster</b>	675-90-48-202	2 X 2.5 gal.	<b>Per Gallon</b>	<b>\$20.05</b>	<b>\$20.45</b>
<b>Viewpoint</b>	675-85-42-895	8 X 5 lbs. 1 X 20 lbs.	<b>Per Pound</b>	<b>\$69.60</b>	<b>\$70.99</b>
<b>Vista XRT</b>	675-90-48-928	2 X 2.5 gal.	<b>Per Gallon</b>	<b>\$125.53</b>	<b>\$128.04</b>
<b>Vastlan</b>	675-90-48-795	1 gal. , 5 gal.	<b>Per Gallon</b>	<b>\$75.85</b>	<b>\$77.37</b>
<b>Weedon LV4</b>	675-90-48-057	2 X 2.5 gal.	<b>Per Gallon</b>	<b>\$23.00</b>	<b>\$23.46</b>
<b>Casoron 4G</b>	675-85-42-181	1 X 50 lbs.	<b>Per Pound</b>	<b>\$2.40</b>	<b>\$2.45</b>
<b>Gallery SC</b>	675-90-48-240	4 X 1 lbs	<b>Per Gallon</b>	<b>\$157.44 /</b>	<b>\$160.59</b>
<b>Gallery 75 DF</b>	675-85-42-381	qt /gal			
			<b>Per Pound</b>	<b>\$117.50</b>	<b>\$119.85</b>
<b>Up-End Aquacap</b>	675-90-48-780	2 X 2.5 gal.	<b>Per Gallon</b>	<b>\$28.07</b>	<b>\$28.63</b>
<b>Ronstar G</b>	675-85-42-694	1 X 50 lbs.	<b>Per Pound</b>	<b>\$1.10</b>	<b>\$1.12</b>
<b>Surflan AS</b>	675-90-48-462	2 X 2.5 gal.	<b>Per Gallon</b>	<b>\$51.04</b>	<b>\$52.06</b>
<b>Bronc Max</b>	675-90-48-170	1 X 5 gal.	<b>Per Gallon</b>	<b>\$19.00</b>	<b>\$19.38</b>
<b>Ammonium Sulfate Fines</b>	675-55-78-015	1 X 50 lbs.	<b>Per Gallon</b>	<b>\$0.19</b>	<b>\$0.19</b>

<b>Agridex</b>	675-55-78-010	2 X 2.5 gal.	<b>Per Gallon</b>	<b>\$16.00</b>	<b>\$16.32</b>
<b>Climb</b>	675-55-16-092	1 X 1 gal.	<b>Per Gallon</b>	<b>\$56.00</b>	<b>\$57.12</b>
<b>Sylcoat</b>	675-55-78-708	4 X 1 gal.	<b>Per Gallon</b>	<b>\$99.00</b>	<b>\$100.98</b>
<b>Inplace</b>	675-55-78-066			<b>\$33.00</b>	<b>\$33.66</b>
<b>Crosshair</b>	675-90-48-197	2 x 2.5 gal.	<b>Per Gallon</b>	<b>\$49.60</b>	<b>\$50.59</b>
<b>LI 700</b>	675-55-16-758	2 X 2.5 gal.	<b>Per Gallon</b>	<b>\$27.50</b>	<b>\$28.05</b>
<b>Superspread MSO</b>	675-55-78-750	2 X 2.5 gal.	<b>Per Gallon</b>	<b>\$14.50</b>	<b>\$14.79</b>
<b>Insist 90 Plus</b>	675-90-13-250	2 x 2.5 gal.	<b>Per Gallon</b>	<b>\$15.75</b>	<b>\$16.07</b>
<b>Syltac EA</b>	675-55-78-791	4 X1 gal.	<b>Per Gallon</b>	<b>\$57.25</b>	<b>\$58.40</b>
<b>EDT Concentrate</b>	675-90-48-226	2 X 2.5 gal.	<b>Per Gallon</b>	<b>\$15.00</b>	<b>\$15.30</b>
<b>Insist 90 Plus</b>	675-90-13-250	2 X 2.5 gal.	<b>Per Gallon</b>	<b>\$15.75</b>	<b>\$16.07</b>
<b>Sylcoat</b>	675-55-78-708	4 X 1 gal.	<b>Per Gallon</b>	<b>\$99.00</b>	<b>\$100.98</b>
<b>Hasten EA</b>	675-55-78-058	4 X 1 gal.	<b>Per Gallon</b>	<b>\$31.50</b>	<b>\$32.13</b>
<b>Rainier</b>	675-55-78-020	2 X 2.5 gal	<b>Per Gallon</b>	<b>\$29.00</b>	<b>\$29.58</b>
<b>FTF Defoamer</b>	675-55-16-100	quart bottle	<b>Per Quart</b>	<b>\$20.00</b>	<b>\$20.40</b>
<b>Alligare Anti-Foamer</b>	675-55-16-030	4 x 1 gal.	<b>Per Gallon</b>	<b>\$26.00</b>	<b>\$26.52</b>
<b>Sylcoat</b>	675-55-78-708	4 X 1 gal.	<b>Per Gallon</b>	<b>\$99.00</b>	<b>\$100.98</b>
<b>Super Marking Dye</b>	675-55-16-780	2 X 2.5 gal.	<b>Per Gallon</b>	<b>\$28.89</b>	<b>\$29.47</b>
<b>BTI Briquets</b>	675-85-42-075	5 sheets of 20	<b>Per Case</b>	<b>\$73.10</b>	<b>\$74.56</b>
<b>Odor Mask</b>	675-55-16-764	12 X 1 qt.	<b>Per Quart</b>	<b>\$19.91</b>	<b>\$20.31</b>
<b>Laramie</b>	675-55-16-350	16oz	<b>Per Ounce</b>	<b>\$6.43</b>	<b>\$6.56</b>
<b>Nutra-Sol Tank Cleaner</b>	675-55-78-150	24 X 1 lb.	<b>Per Pound</b>	<b>\$4.40</b>	<b>\$4.49</b>
<b>Blend #5 Bareground</b>	675-90-48-165	15 gal. drum	<b>Per Gallon</b>	<b>\$172.02</b>	<b>\$175.46</b>
<b>Blend #6 Bareground</b>	675-90-48-167	15 gal. drum	<b>Per Gallon</b>	<b>\$64.01</b>	<b>\$65.29</b>
<b>Blend #7 Bareground</b>	675-90-48-171	15 gal. drum	<b>Per Gallon</b>	<b>\$99.08</b>	<b>\$101.06</b>
<b>Blend #8 Bareground</b>	675-90-48-158	15 gal. drum	<b>Per Gallon</b>	<b>\$57.00</b>	<b>\$58.14</b>
<b>Blend #9 Bareground</b>	675-90-48-172	12 gal. drum	<b>Per Gallon</b>	<b>\$98.04</b>	<b>\$100.00</b>
<b>Blend #10 Bareground</b>	675-90-48-175	12 gal. drum	<b>Per Gallon</b>	<b>\$81.63</b>	<b>\$83.26</b>
<b>Blend #11 Bareground</b>	675-90-48-176	12 gal. drum	<b>Per Gallon</b>	<b>\$112.17</b>	<b>\$114.41</b>
<b>Capstone</b>	675-90-48-421	15 gal. drum	<b>Per Gallon</b>	<b>\$42.00</b>	<b>\$42.84</b>
<b>Gly Star</b>	675-90-48-075	15 gal. drum	<b>Per Gallon</b>	<b>\$14.55</b>	<b>\$14.84</b>
<b>Garlon 3A</b>	675-90-48-790	15 gal. drum	<b>Per Gallon</b>	<b>\$48.28</b>	<b>\$49.25</b>
<b>Vastlan</b>	675-90-48-795	15 gal. drum	<b>Per Gallon</b>	<b>\$80.82</b>	<b>\$82.44</b>

<b>Polaris AC</b>	675-90-48-572	15 gal. drum	<b>Per Gallon</b>	<b>\$91.58</b>	<b>\$93.41</b>
<b>Blend SA1.</b> 128 oz/acre. Glyphosate 5.4 (48 oz/ac 720 oz)	675-90-48-069	15 gal. drum	<b>Per Gallon</b>	<b>\$27.88</b>	<b>\$28.44</b>
<b>Blend EW1.</b> Frequency (8 oz/ac 160 oz), Portfolio 4F (10 oz/ac 200 oz), Telar XP (2 oz/ac 40 oz)	675-90-48-073	15 gal. drum	<b>Per Gallon</b>	<b>\$93.05</b>	<b>\$94.91</b>
<b>Blend EW2,</b> Esplanade 200sc (5 oz/ac 100 oz), Portfolio 4F (10 oz/ac 200 oz), Laramie (4 oz/ac 80 oz)	675-90-48-074	15 gal. drum	<b>Per Gallon</b>	<b>\$92.00</b>	<b>\$93.84</b>
<b>Blend EW3,</b> Esplanade 200sc (5 oz/ac 100 oz), Frequency (8 oz/ac 160 Oz), Milestone (7 oz/ac 140 Oz)	675-90-48-076	15 gal. drum	<b>Per Gallon</b>	<b>\$98.79</b>	<b>\$100.77</b>
<b>Blend EW4,</b> Frequency (8 oz/ac 160 Oz), Portfolio 4F (10 oz/ac 200 oz), Laramie (4 oz/ac 80 Oz)	675-90-48-077	15 gal. drum	<b>Per Gallon</b>	<b>\$82.70</b>	<b>\$84.35</b>
<b>Blend EW5,</b> Esplanade 200sc (7 oz/ac 140 oz), Portfolio 4F (10 oz/ac 160 oz), Laramie (4 oz/ac 80 oz)	675-90-48-078	15 gal. drum	<b>Per Gallon</b>	<b>\$110.72</b>	<b>\$112.93</b>
<b>Blend EW6,</b> Frequency (8 oz/ac 160 Oz), Milestone (7 oz/ac 140 oz)	675-90-48-079	15 gal. drum	<b>Per Gallon</b>	<b>\$117.52</b>	<b>\$119.87</b>
<b>Blend R1,</b> Esplanade 200sc (5 oz/ac 100 Oz), Method 240SL (12.7 oz/ac 254 oz), Escort XP (1.5 oz/ac 30 oz)	675-90-48-081	15 gal. drum	<b>Per Gallon</b>	<b>\$85.96</b>	<b>\$87.68</b>
<b>Blend R2,</b> Esplanade 200sc (7 oz/ac 140 oz), Milestone (7 oz/ac 140 oz), Oust XP (5 oz/ac 100 oz).	675-90-48-082	15 gal. drum	<b>Per Gallon</b>	<b>\$90.90</b>	<b>\$92.72</b>
<b>Blend R3,</b> Frequency (8 oz/ac 160 oz), Lockdown SC (12 oz/ac 240 oz).	675-90-48-083	15 gal. drum	<b>Per Gallon</b>	<b>\$73.50</b>	<b>\$74.97</b>

<b>Blend R4</b> , Esplanade 200sc (5 oz/ac 100 oz), Lockdown SC (8 oz/ac 160 oz), Escort XP (1.5 oz/ac 30 oz).	675-90-48-084	15 gal. drum	<b>Per Gallon</b>	<b>\$75.14</b>	<b>\$76.64</b>
<b>Blend R5</b> , Frequency Pro Concentrate (8 oz/ac 640 oz), Frequency (8 oz/ac 160 oz), Method 240SL (12.7 oz/ac 254 oz), Oust XP (5 oz/ac 100 oz).	675-90-48-085	15 gal. drum	<b>Per Gallon</b>	<b>\$80.65</b>	<b>\$82.26</b>
<b>Blend R6</b> , Lockdown SC Concentrate (32oz/ac 640 oz), Lockdown SC (8 oz/ac 160 oz), Milestone 240 (7 oz/ac 140 oz), Telar XP (2 oz/ac 40 oz).	675-90-48-086	15 gal. drum	<b>Per Gallon</b>	<b>\$61.37</b>	<b>\$62.60</b>
<b>Blend R7</b> , Lockdown SC Concentrate (32oz/ac 640 oz), Lockdown SC (12 oz/ac 240 oz), Milestone (7 oz/ac 140 oz).	675-90-48-087	15 gal. drum	<b>Per Gallon</b>	<b>\$50.49</b>	<b>\$51.50</b>
<b>Blend R8</b> , Esplanada 200 SC (5oz/ac 100 oz), Milestone (7 oz/ac 140 oz).	675-90-48-088	15 gal. drum	<b>Per Gallon</b>	<b>\$65.13</b>	<b>\$66.43</b>
<b>Blend R9</b> , Esplanada 200 SC (5oz/ac 100 oz), Method 240SL (12.7 oz/ac 254 oz).	675-90-48-089	15 gal. drum	<b>Per Gallon</b>	<b>\$82.90</b>	<b>\$84.56</b>

### Category 2


<b>Manufacturer</b>	<b>Brand Name</b>	<b>Pkg. Size</b>	<b>Unit Size</b>	<b>Unit Cost</b>	<b>New Price</b>
Wilbur-Ellis	Syltac EA	2.5 gallon	<b>per gallon</b>	<b>\$57.25</b>	<b>\$58.40</b>
Loveland	Liberate	2.5 gallon	<b>per gallon</b>	<b>\$17.50</b>	<b>\$17.85</b>
Alligare	Panoramic 2SL	1 gallon	<b>per gallon</b>	<b>\$97.80</b>	<b>\$99.76</b>
Alligare	Prodiamine 65 WDG	10 pounds	<b>per pound</b>	<b>\$8.00</b>	<b>\$8.16</b>
Alligare	Tricolpyr 3SL	2.5 gallon	<b>per gallon</b>	<b>\$38.83</b>	<b>\$39.61</b>
Gowan	Scythe	2.5 gallon	<b>per gallon</b>	<b>\$48.89</b>	<b>\$49.87</b>
DOW	Snapshot	50 pound	<b>per gallon</b>	<b>\$1.70</b>	<b>\$1.73</b>
DOW	Dimension Ultra	8 x 5 ounce	<b>per pound</b>	<b>\$46.50</b>	<b>\$47.43</b>
Nufarm	Porsedge	12 x 13.5 gr pk	<b>per ounce</b>	<b>\$38.00</b>	<b>\$38.76</b>
Anderson's	18-4-4+Dimension	50 pound	<b>per pound</b>	<b>\$24.00</b>	<b>\$24.48</b>
DOW	Goal	2.5 gallon	<b>per gallon</b>	<b>\$44.51</b>	<b>\$45.40</b>

DOW	Goaltender	1 gallon	<b>per gallon</b>	<b>\$89.02</b>	<b>\$90.80</b>
Pre-Blended Product	Vastlan 96 oz., Milestone 10 oz., Water 22 oz.	15 Gallon Drum	<b>per drum</b>	<b>\$1,251.90</b>	<b>\$1,276.94</b>
			<b>per gallon</b>	<b>\$83.45</b>	<b>\$85.12</b>
Roundup Pro Concentrate		15 gal. drum	<b>per gallon</b>	<b>\$21.32</b>	<b>\$21.75</b>
Glyphosate 5.4		15 gal. drum	<b>per gallon</b>	<b>\$20.85</b>	<b>\$21.27</b>
Milestone		15 gal. drum	<b>per gallon</b>	<b>\$265.00</b>	<b>\$270.30</b>
Vastlan		15 gal. drum	<b>per gallon</b>	<b>\$92.83</b>	<b>\$94.69</b>
Element 4		15 gal. drum	<b>per gallon</b>	<b>\$55.32</b>	<b>\$56.43</b>
Esplanade 200SC		15 gal. drum	<b>per gallon</b>	<b>\$1,198.08</b>	<b>\$1,222.04</b>
Frequency		15 gal. drum	<b>per gallon</b>	<b>\$600.00</b>	<b>\$612.00</b>
Lockdown SC		15 gal. drum	<b>per gallon</b>	<b>\$386.78</b>	<b>\$394.52</b>
Krenite		15 gal. drum	<b>per gallon</b>	<b>\$122.41</b>	<b>\$124.86</b>
MSO		15 gal. drum	<b>per gallon</b>	<b>\$16.32</b>	<b>\$16.65</b>
Syl-tac EA		15 gal. drum	<b>per gallon</b>	<b>\$44.67</b>	<b>\$45.56</b>
Competitor		15 gal. drum	<b>per gallon</b>	<b>\$30.32</b>	<b>\$30.93</b>


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.

**WILBUR-ELLIS COMPANY,  
A CALIFORNIA LIMITED LIABILITY COMPANY**

By:   
Name: Kenny Macy  
Title: Director of Sales Pro Markets  
Date: 11/4/2020

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By:   
Name: Breann Aggers  
Title: Contracts Specialist 3  
Date: 11/4/20



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

Wilbur-Ellis Company, LLC  
1519 14<sup>th</sup> St. NW  
Seattle, WA 98188-3418

**SEVENTH AMENDMENT  
TO  
CONTRACT No. 02917  
VEGETATION MANAGEMENT**

This Seventh Amendment (“Amendment”) to Contract No. 02917 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 Wilbur-Ellis Company, LLC, a California Limited Liability Company (“Contractor”) and is dated as of December 21, 2020.

**RECITALS**

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 02917 for Vegetation Management dated effective as of January 1, 2018 (“Contract”).
- B. The Parties previously amended the Contract seven (7) times.
  - a. Amendment 1 effective March 15, 2018 (expand product offerings).
  - b. Amendment 2 effective March 25, 2018 (expand product offerings).
  - c. Amendment 3 effective March 1, 2019 (increase price).
  - d. Amendment 4 effective May 8, 2019 (revise price sheet).
  - e. Amendment 5 effective March 30, 2020 (expand product offerings).
  - f. Amendment 6 effective November 16, 2020 (price adjustment).
- 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 amended to adjust prices to reflect current price trends. Items shown below in red line have been deleted in their entirety.

**Category 1**

Product	Commodity Code	Packaging	Unit Size	Unit Price	New Price
Foresters		2 X 2.5 gal.	Per Gallon		\$15.84
Frequency	675-90-48-234	2 X 1 gal.	Per Gallon	\$722.00	\$600.00
Element 3A	675-90-48-790	2 X 2.5 gal.	Per Gallon	\$42.93	\$38.50

Element 4	675-90-48-228	2 X 2.5 gal.	Per Gallon	\$43.75	\$42.00
Milestone	675-90-48-423	2 X 2.5 gal.	Per Gallon	\$277.00	\$265.00
Opensight	675-85-42-485	2 X 10 lbs.	Per Pound	\$87.50	\$86.00
Opensight	675-85-42-485	6 X 1.25 lbs.	Per Pound	\$87.50	\$86.00
Vastlan	675-90-48-795	1 gal.	Per Gallon	\$75.85	\$77.37
Alligare Anti-Foamer	675-55-16-030	12 X 1 qt.	Per Quart		\$6.63
Element 3A	675-90-48-790	15 gal. drum	Per Gallon	\$48.28	\$49.25
<del>Aquaneat</del>	<del>675-90-48-127</del>	<del>2 X 2.5 gal.</del>	<del>Per Gallon</del>	<del>\$15.53</del>	<del>\$15.84</del>
<del>Landmark XP</del>	<del>675-85-42-438</del>	<del>8 X 64 oz.</del>	<del>Per Ounce</del>	<del>\$4.61</del>	<del>\$4.70</del>
<del>Method 240 SL</del>	<del>675-90-48-418</del>	<del>4 X 1 qt.</del>	<del>Per Gallon</del>	<del>\$92.16</del>	<del>\$94.00</del>
<del>Viewpoint</del>	<del>675-85-42-895</del>	<del>8 X 5 lbs.</del>	<del>Per Pound</del>	<del>\$69.60</del>	<del>\$70.99</del>
<del>Viewpoint</del>	<del>675-85-42-895</del>	<del>1 X 20 lbs.</del>	<del>Per Pound</del>	<del>\$69.60</del>	<del>\$70.99</del>
<del>EDT Concentrate</del>	<del>675-90-48-226</del>	<del>2 X 2.5 gal.</del>	<del>Per Gallon</del>	<del>\$15.00</del>	<del>\$15.30</del>
<del>FTF Defoamer</del>	<del>675-55-16-100</del>	<del>quart bottle</del>	<del>Per Quart</del>	<del>\$20.00</del>	<del>\$20.40</del>
<del>Alligare Anti-Foamer</del>	<del>675-55-16-030</del>	<del>4 x 1 gal.</del>	<del>Per Gallon</del>	<del>\$26.00</del>	
<del>Blend #5 Bareground</del>	<del>675-90-48-165</del>	<del>15 gal. drum</del>	<del>Per Gallon</del>	<del>\$172.02</del>	<del>\$175.46</del>
<del>Blend #6 Bareground</del>	<del>675-90-48-167</del>	<del>15 gal. drum</del>	<del>Per Gallon</del>	<del>\$64.01</del>	<del>\$65.29</del>
<del>Blend #7 Bareground</del>	<del>675-90-48-171</del>	<del>15 gal. drum</del>	<del>Per Gallon</del>	<del>\$99.08</del>	<del>\$101.06</del>
<del>Blend #8 Bareground</del>	<del>675-90-48-158</del>	<del>15 gal. drum</del>	<del>Per Gallon</del>	<del>\$57.00</del>	<del>\$58.14</del>
<del>Blend #9 Bareground</del>	<del>675-90-48-172</del>	<del>12 gal. drum</del>	<del>Per Gallon</del>	<del>\$98.04</del>	<del>\$100.00</del>
<del>Blend #10 Bareground</del>	<del>675-90-48-175</del>	<del>12 gal. drum</del>	<del>Per Gallon</del>	<del>\$81.63</del>	<del>\$83.26</del>
<del>Blend #11 Bareground</del>	<del>675-90-48-176</del>	<del>12 gal. drum</del>	<del>Per Gallon</del>	<del>\$112.17</del>	<del>\$114.41</del>

**Category 2**

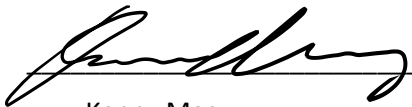
Product	Commodity Code	Packaging	Unit Size	Unit Price	New Price
18-0-4+Dimension		50 pound	Per Pound	\$24.00	\$24.48

- NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 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.

**WILBUR-ELLIS COMPANY,  
A CALIFORNIA LIMITED LIABILITY COMPANY**

By:   
Name: Kenny Macy  
Title: Director of Sales  
Date: 12/12/2020

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By:   
Name: Breann Aggers  
Title: Contracts Specialist  
Date: 12/15/20

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

Wilbur-Ellis Company, LLC  
1519 14<sup>th</sup> St. NW  
Seattle, WA 98188-3418

**EIGHTH AMENDMENT  
TO  
CONTRACT No. 02917  
VEGETATION MANAGEMENT**

This Eighth Amendment (“Amendment”) to Contract No. 02917 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 Wilbur-Ellis Company, LLC, a California Limited Liability Company (“Contractor”) and is dated as of February 9, 2021.

**RECITALS**

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 02917 for Vegetation Management dated effective as of January 1, 2018 (“Contract”).
- B. The Parties previously amended the Contract eight (8) times.
  - a. Amendment 1 effective March 15, 2018 (expand product offerings).
  - b. Amendment 2 effective March 25, 2018 (expand product offerings).
  - c. Amendment 3 effective March 1, 2019 (increase price).
  - d. Amendment 4 effective May 8, 2019 (revise price sheet).
  - e. Amendment 5 effective March 30, 2020 (expand product offerings).
  - f. Amendment 6 effective November 16, 2020 (price adjustment).
  - g. Amendment 7 effective December 21, 2020 (price adjustment)
- 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. PRODUCT OPTION. Items shown below in red line have been deleted in their entirety.

**Category 2**

Product	Packaging	Unit Size	Unit Price
<del>Goal 2XL Herbicide</del>	<del>2.5-gallon</del>	<del>Per-Gallon</del>	<del>\$45.40</del>


Goaltender	1-gallon	Per-Gallon	\$90.80
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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.

**WILBUR-ELLIS COMPANY,  
A CALIFORNIA LIMITED LIABILITY COMPANY**

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By:   
 Name: Kenny Macy  
 Title: Director of Sales  
 Date: 2/8/2021

By:   
 Name: Breann Aggers  
 Title: Contracts Specialist  
 Date: 2/8/21

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

Wilbur-Ellis Company, LLC  
1519 14<sup>th</sup> St. NW  
Seattle, WA 98188-3418

**NINTH AMENDMENT  
TO  
CONTRACT No. 02917  
VEGETATION MANAGEMENT**

This Ninth Amendment (“Amendment”) to Contract No. 02917 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”) Wilbur-Ellis Company, LLC, a California Limited Liability Company (“Contractor”) and is dated and effective as of January 1, 2022.

**RECITALS**

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 02917 for Vegetation Management dated effective as of January 1, 2018 (“Contract”).
- B. The Parties previously amended the Contract as follows:
- Amendment 1 effective March 15, 2018 (expand product offerings)
  - Amendment 2 effective March 25, 2018 (expand product offerings)
  - Amendment 3 effective March 1, 2019 (increase price)
  - Amendment 4 effective May 8, 2019 (revise price sheet)
  - Amendment 5 effective March 30, 2020 (expand product offerings)
  - Amendment 6 effective November 16, 2020 (price adjustment)
  - Amendment 7 effective December 21, 2020 (price adjustment)
  - Amendment 8 effective February 9, 2021 (reduce product offerings)
- 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 sixty (60) months, ending December 31, 2026.

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.

**WILBUR-ELLIS COMPANY,  
A CALIFORNIA LIMITED LIABILITY COMPANY**


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

Name: Kenny Macy

Title: Director of Sales

Date: 12/27/2021

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

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

Name: Leslie Edwards

Title: Contracts Specialist

Date: 12/28/2021

**TENTH AMENDMENT  
TO  
MASTER CONTRACT NO. 02917  
VEGETATION MANAGEMENT**

This Tenth Amendment (“Amendment”) to Master Contract No. 02917 – Vegetation Management 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 Wilbur-Ellis Company, LLC, a California Limited Liability Company (“Contractor”) and is dated and effective as of May 9, 2022.

**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. 02917 dated effective as of January 1, 2018 (“Master Contract”).
- D. The Parties previously amended the Master Contract nine (9) times:
  - a. Amendment 1 effective March 15, 2018 (expand product offerings).
  - b. Amendment 2 effective March 25, 2018 (expand product offerings).
  - c. Amendment 3 effective March 1, 2019 (increase price).
  - d. Amendment 4 effective May 8, 2019 (revise price sheet).
  - e. Amendment 5 effective March 30, 2020 (expand product offerings).
  - f. Amendment 6 effective November 16, 2020 (price adjustment).
  - g. Amendment 7 effective December 21, 2020 (price adjustment)
  - h. Amendment 8 effective February 9, 2021 (reduce product offerings)
  - i. Amendment 9 effective January 1, 2022 (extend term)
- 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. **PERMANENT PRICE ADJUSTMENT.** The contract is amended to adjust prices to reflect current price trends. *Exhibit A – Included Goods and Prices* of the Contract is hereby amended by deleting the existing Exhibit A in its entirety and inserting the attached *Exhibit A – Included Goods and Prices* dated 5/9/2022.
2. **ECONOMIC PRICE ADJUSTMENT.** Section 3.3 Price Adjustment of the Contract is hereby amended by deleting the section in its entirety and replacing it with the following:

Beginning May 1, 2023, and for every annual anniversary thereafter, the prices set forth in *Exhibit A - Included Goods and Prices* shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices for the most recent year. Economic adjustment will lag one (1) calendar month past the Contract commencement date to allow for publication of BLS data. All calculations for the index shall be based upon the latest version of the data published as of April each year. If an index is recoded, the replacement is a direct substitute according to the BLS, this Contract will instead use the recode. If an index becomes unavailable, Department of Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index will be used. The economic adjustment shall be calculated as follows:

New Price = Old Price x (Yearly Averaged Indices/Base Average Indices).

Indexes to be used:

PPI	Title
WPU065	PPI Commodity data for Chemicals and allied products-Agricultural chemicals and chemical products, not seasonally adjusted

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

**TEMPORARY PRICE ADJUSTMENT.** Notwithstanding any provision to the contrary, beginning May 9, 2022, upon written request by Contractor, Enterprise Services will review, evaluate, 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) 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;
- (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);

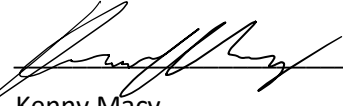
- (c) The unexpected costs must not be part of any other price adjustment (e.g., a PPI inflation adjustment) allowed or provided by the Master Contract and, if granted by Enterprise Services, the impact of any temporary price adjustment will be considered by Enterprise Services and factored into any other price adjustments as allowed or provided by the Master Contract;
  - (d) 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);
  - (e) 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;
  - (f) Contractor, acting in good faith, also must evaluate and, as appropriate, propose temporary price adjustments if costs for Contractor's Master Contract goods/services have unexpectedly decreased;
  - (g) Enterprise Services, acting in good faith, will have sole discretion to approve the scope, amount, and duration of any temporary price adjustment;
  - (h) 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
  - (i) Unless and until a temporary price adjustment is approved in writing by Enterprise Services, Contractor will not adjust Master Contract prices.
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 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.
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. 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.

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.

**WILBUR-ELLIS COMPANY,  
A CALIFORNIA LIMITED LIABILITY COMPANY**

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By:   
Name: Kenny Macy \_\_\_\_\_  
Title: Director of Sales-Pro Markets \_\_\_\_\_  
Date: 5/22 \_\_\_\_\_, 2022

By: Alexander Kenesson  
Name: Alexander Kenesson \_\_\_\_\_  
Title: Procurement Supervisor \_\_\_\_\_  
Date: May 11, 2022

**Exhibit A – Included Goods and Prices**

Contract 02917 - Vegetation Management Effective May 9, 2022 CATEGORY 1 - WSDOT Allowed Items						
	Item	Active Ingredients	Product	Packaging	Price	UOM
<b>ZONE 1: BAREGROUND</b>	1a	53.8% Glyphosate labeled for aquatic applications	Aquaneat [Nufarm]	2.5 gal.	\$44.47	per Gallon
	1b	53.8% Glyphosate labeled for aquatic applications	Aquaneat [Nufarm]	30 gals.	\$40.61	per Gallon
	1c	53.8% Glyphosate labeled for aquatic applications	Roundup Custom	2.5 gal.	\$44.47	per Gallon
	1d	53.8% Glyphosate labeled for aquatic applications	Roundup Custom	30 gals.	\$43.45	per Gallon
	3	27.8% Imazapyr labeled for aquatic applications	Ecomazapyr 2SI	2 X 2.5 gal.	\$69.14	per Gallon
	4	40% Diuron	Diuron 4L (WSDOT Eastside Only)	2 X 2.5 gal.	\$24.41	per Gallon
	5a	19.05% Indaziflam	Esplanade 200SC	2 X 2.5 gal.	\$1,276.07	per Gallon
	5b	19.05% Indaziflam	Esplanade 200SC	4 x 1 qt.	\$351.24	per Quart
	6	29.7% Topramezone	Frequency	2 X 1 gal.	\$623.00	per Gallon
	7	27.8% Imazapyr labeled for aquatic applications	Polaris	2 X 2.5 gal.	\$76.65	per Gallon
	8	40% Bromacil 40% Diuron	Krovar 1DF (WSDOT Eastside Only)	8 X 6 lbs. or 25 lbs.	\$8.78	per Pound
	10	25% Aminocycloprachlor	Method 240 SL	2 X 2.5 gal.	\$324.82	per Gallon
	11	75% Sulfometuron	Oust XP	48 oz.	\$1.56	per Ounce
	12	51% Flumioxazin	Payload	2 X 12 lbs.	\$59.95	per Pound
	13	39.6% Sulfentrazone	Portfolio	2 X 2.5 gal.	\$375.00	per Gallon
	14	41% Glyphosate Loaded	Glystar Plus	2 X 2.5 gal.	\$30.60	per Gallon
	15a	50.2% Glyphosate Loaded	Roundup Pro Concentrate	2 X 2.5 gal.	\$38.30	per Gallon
15b	50.2% Glyphosate Loaded	Roundup Pro Concentrate	265 gal. shuttle	\$34.47	per Gallon	
16	48.7% Glyphosate Loaded	Roundup Pro Max	2 X 2.5 gal.	\$39.00	per Gallon	
17	7.78% Imazapyr 62.22% Diuron	Imazuron	4 X 10 lbs.	\$9.00	per Pound	

Zone 2 & 3: Selective	19	34.4% 2,4-D Ester 16.5% Triclopyr Ester	Crossbow	2 X 2.5 gal.	\$40.80	per Gallon
	20	5.1% Clopyralid 30% 2,4-D Amine	Curtail	2 X 2.5 gal.	\$48.63	per Gallon
	21a	39.53% 2,4-D Amine 5.9% Fluroxypyr Ester 4.1% Dicamba	E2	2 X 2.5 gal.	\$65.05	per Gallon
	21b	39.53% 2,4-D Amine 5.9% Fluroxypyr Ester 4.1% Dicamba	E2	250 gal. shuttle	\$64.45	per Gallon
	22	2% Pyraflufen Ethyl	Venue	8 x 1 qt.	\$118.50	per Quart
	23	60% Metsulfuron Methyl	Escort XP	8 X 16 oz.	\$2.22	per Ounce
	24	44.4% Triclopyr Amine labeled for roadsides and aquatic sites	Element 3A	2 X 2.5 gal.	\$46.87	per Gallon
	25	61.6% Triclopyr Ester	Element 4	2 X 2.5 gal.	\$53.21	per Gallon
	27a	40.6% Aminopyralid	Milestone	2 X 2.5 gal.	\$270.00	per Gallon
	27b	40.6% Aminopyralid	Milestone	12 X 1 qt.	\$67.50	per Quart
	28	2.22% Aminopyralid 16.22% Triclopyr	Capstone	2 X 2.5 gal.	\$53.20	per Gallon
	30	62.13% Aminopyralid 9.45% Metsulfuron	Opensight	2 X 10 lbs. or 6 X 1.25 lbs.	\$89.40	per Pound
	31	47.3% 2,4-D Amine	2,4-D Amine	2 X 2.5 gal.	\$22.10	per Gallon
	33	75% Chlorsulfuron	Telar XP	8 X 8 oz.	\$11.93	per Ounce
	34	24.4% Picloram	Tordon 22K	2 X 2.5 gal.	\$48.22	per Gallon
	35	40.9% Clopyralid	Transline	2 X 2.5 gal.	\$133.30	per Gallon
	36	56.8% Dicamba	Dicamba HD	2 X 2.5 gal.	\$41.94	per Gallon
	37	24.58% 2,4-D Amine 12.82% Dicamba	Weedmaster	2 X 2.5 gal.	\$30.53	per Gallon
	39	45.52% Fluroxypyr	Vista XRT	2 X 2.5 gal.	\$141.18	per Gallon
	40	54.72% Triclopyr Choline	Vastlan	2.5 gal.	\$92.00	per Gallon
41	67.2% 2,4-D Ester	Weedon LV4	2 X 2.5 gal.	\$34.00	per Gallon	
Ornamental	42	4% Dichlobenil	Casoron 4G	50 lbs.	\$3.19	per Pound
	43a	75% Isoxaben	Gallery 75 DF	12 x 1 lb.	\$132.52	per Pound
	43b	75% Isoxaben	Gallery 75 SC	12 x 1qt.	\$176.00	per Quart
	43c	75% Isoxaben	Gallery 75 SC	2 x 2 gal.	\$704.00	per Gallon
	44	38.7% Pendimethalin	Up-End Aquacap	2 X 2.5 gal.	\$42.96	per Gallon

	<b>45</b>	2% Oxadiazon	<b>Ronstar G</b>	50 lbs.	\$1.64	per Pound
	<b>47a</b>	34% Ammonium Sulfate	<b>Bronc Max</b>	2 X 2.5 gal.	\$21.00	per Gallon
	<b>47b</b>	34% Ammonium Sulfate	<b>Bronc Max</b>	30 gal.	\$20.00	per Gallon
	<b>47c</b>	34% Ammonium Sulfate	<b>Bronc Max</b>	270 gal. shuttle	\$19.00	per Gallon
Adjuncts /Surfactants Adjuncts /Surfactants	<b>48</b>	99% Ammonium Sulfate	<b>Ammonium Sulfate Fines</b>	50 lbs.	\$0.46	per Pound
	<b>50</b>	46.31% Carbonic acid, dipotassium Salt NPE Free 53.69% Consituents ineffective as spray adjuvant	<b>Climb</b>	1 gal.	\$60.12	per Gallon
	<b>51</b>	100% Alcohol ethoxylates, silicone-polyether copolymer, propylene glycol and dimethylpolysiloxane	<b>Sylcoat</b>	4 X 1 gal.	\$106.30	per Gallon
	<b>52a</b>	100% Modified Vegetable Oil, Aliphatic Mineral Oil, Amine salts of Organic Acides, Aromatic Acid, NPE Free	<b>Inplace</b>	2 x 2.5 gal.	\$39.60	per Gallon
	<b>52b</b>	100% Modified Vegetable Oil, Aliphatic Mineral Oil, Amine salts of Organic Acides, Aromatic Acid, NPE Free	<b>Inplace</b>	30 gals.	\$39.60	per Gallon
	<b>52c</b>	100% Modified Vegetable Oil, Aliphatic Mineral Oil, Amine salts of Organic Acides, Aromatic Acid, NPE Free	<b>Crosshair</b>	2 x 2.5 gal.	\$55.59	per Gallon
	<b>54a</b>	100% Methylated vegetable oil, alcohol ethoxylate, phosphatidylcholine	<b>Superspread MSO</b>	2 X 2.5 gal.	\$18.93	per Gallon
	<b>54b</b>	100% Methylated vegetable oil, alcohol ethoxylate, phosphatidylcholine	<b>Superspread MSO</b>	270 gal. shuttle	\$19.50	per Gallon
	<b>55</b>	90% Alky phenol ethoxylate, Isopropanol, and Fatty Acids 10% Consituents ineffective as spray adjuvant	<b>Insist 90 Plus</b>	2 x 2.5 gal.	\$17.00	per Gallon
	<b>56a</b>	100% Methylated esters of fatty acids, alcohol ethoxylate, and polyether modified polysiloxane	<b>Syltac EA</b>	4 x 1 gal.	\$61.50	per Gallon
	<b>56b</b>	100% Methylated esters of fatty acids, alcohol ethoxylate, and polyether modified polysiloxane	<b>Syltac EA</b>	270 gal. shuttle	\$60.50	per Gallon

	58	90% 1,2-Propanediol, propane-1,2,3-triol, alcohol ethoxylate, dimethylpolysiloxane	<b>Insist 90 Plus</b>	2 X 2.5 gal.	\$17.00	per Gallon
	59	76% Siloxylated Polyether 24% Surfactant Mixture	<b>Sylcoat</b>	4 X 1 gal.	\$106.30	per Gallon
	60	100% Ethylated seed oil Eco Advantage	<b>Hasten EA</b>	4 X 1 gal.	\$37.50	per Gallon
	61	98% Polyoxyethylene fatty acid ester Eco Advantage	<b>Rainier</b>	2 X 2.5 gal.	\$33.61	per Gallon
	62	12.5% Dimethylsiloxane, polypropylene glycol, and methylated silicone 87.5% Constituents ineffective as spray adjuvant	<b>Alligare Anti-Foamer</b>	12 x 1 qt.	\$7.41	per Quart
	63	100% Polymethylsiloxane-copolymer, polyether	<b>Sylcoat</b>	4 X 1 gal.	\$106.30	per Gallon
<b>Other</b>	64	Non-staining blue liquid colorant to be used with pesticide, fertilizer and/or plant growth regulator tank mixes. Used to temporarily identify treated areas.	<b>Super Marking Dye</b>	2 X 2.5 gal.	\$35.25	per Gallon
	65	10.31% Bacillus thuringiensis subspecies israelensis spores and insecticidal toxins 89.69% Inert Ingredient	<b>BTI Briquets</b>	5 sheets of 20	\$103.24	per Case
	66	Methyl Salicylate: For masking undesirable odors of pesticides and other products.	<b>Odor Mask</b>	12 X 1 qt.	\$21.50	per Quart
	67	Laramie 25DF (25% Rimsulfuron)	<b>Laramie</b>	16 oz.	\$6.56	per Ounce
	69	Esterfied Seed Oil	<b>Efficax (drift and soil retention) [Wilbur-Ellis]</b>	2 x 2.5 gal.	\$57.50	per Gallon
	70a	Aminopyralid / Rinsko	<b>Terravue Herbicide [Corteva]</b>	1 x 10 lbs or 6 x 1.1 lbs	\$94.00	per Pound
<b>Drums / Barrels</b>	80	41% Glyphosate	<b>Gly Star</b>	15 gal. drum	\$39.09	per Gallon
	81	44.4% Triclopyr Amine labeled for roadsides and aquatic sites	<b>Element 3A</b>	15 gal. drum	\$51.94	per Gallon
<b>RoundUp/Blend</b>	84	Imazapyr @ 2lb./gal. 48 oz/acre- Application Rate	<b>Blend SA1.</b> 128 oz/acre. Glyphosate 5.4 (48 oz/ac 720 oz)	15 gal. drum	\$49.98	per Gallon
	85	Roundup Pro Conc. 26 oz/acre. – Application Rate	<b>Blend EW1.</b> Frequency (8 oz/ac 160 oz), Portfolio 4F (10 oz/ac 200 oz), Telar XP (2 oz/ac 40 oz)	15 gal. drum	\$100.72	per Gallon

86	Roundup Pro Conc. 26 oz/acre. – Application Rate	<b>Blend EW2</b> , Esplanade 200sc (5 oz/ac 100 oz), Portfolio 4F (10 oz/ac 200 oz), Laramie (4 oz/ac 80 oz)	15 gal. drum	\$102.21	per Gallon
87	Roundup Pro Conc. 26 oz/acre. – Application Rate	<b>Blend EW3</b> , Esplanade 200sc (5 oz/ac 100 oz), Frequency (8 oz/ac 160 Oz), Milestone (7 oz/ac 140 Oz)	15 gal. drum	\$103.55	per Gallon
88	Roundup Pro Conc. 26 oz/acre. – Application Rate	<b>Blend EW4</b> , Frequency (8 oz/ac 160 Oz), Portfolio 4F (10 oz/ac 200 oz), Laramie (4 oz/ac 80 Oz)	15 gal. drum	\$91.84	per Gallon
89	Esplanade 200sc 7 oz/acre. – Application Rate	<b>Blend EW5</b> , Esplanade 200sc (7 oz/ac 140 oz), Portfolio 4F (10 oz/ac 160 oz), Laramie (4 oz/ac 80 oz)	15 gal. drum	\$115.23	per Gallon
90	Esplanade 200sc 7 oz/acre. – Application Rate	<b>Blend EW6, Frequency (8 oz/ac 160 Oz), Milestone (7 oz/ac 140 oz)</b>	15 gal. drum	\$124.35	per Gallon
91	Roundup Pro Conc. 32 oz/acre– Application Rate	<b>Blend R1</b> , Esplanade 200sc (5 oz/ac 100 Oz), Method 240SL (12.7 oz/ac 254 oz), Escort XP (1.5 oz/ac 30 oz)	15 gal. drum	\$90.00	per Gallon
92	Roundup Pro Conc. 32 oz/acre– Application Rate	<b>Blend R2</b> , Esplanade 200sc (7 oz/ac 140 oz), Milestone (7 oz/ac 140 oz), Oust XP (5 oz/ac 100 oz).	15 gal. drum	\$107.69	per Gallon
93	Roundup Pro Conc. 32 oz/acre – Application Rate	<b>Blend R3</b> , Frequency (8 oz/ac 160 oz), Lockdown SC (12 oz/ac 240 oz).	15 gal. drum	\$87.14	per Gallon
94	Pro Conc. 32 oz/acre – Application Rate	<b>Blend R4</b> , Esplanade 200sc (5 oz/ac 100 oz), Lockdown SC (8 oz/ac 160 oz), Escort XP (1.5 oz/ac 30 oz).	15 gal. drum	\$82.05	per Gallon
95	Roundup Pro Conc. 32 oz/acre – Application Rate	<b>Blend R5</b> , Frequency Pro Concentrate (8 oz/ac 640 oz), Frequency (8 oz/ac 160 oz), Method 240SL (12.7 oz/ac 254 oz), Oust XP (5 oz/ac 100 oz).	15 gal. drum	\$88.66	per Gallon
96	Roundup Pro Conc. 32 oz/acre – Application Rate	<b>Blend R6</b> , Lockdown SC Concentrate (32oz/ac 640 oz), Lockdown SC (8 oz/ac 160 oz), Milestone 240 (7 oz/ac 140 oz), Telar XP (2 oz/ac 40 oz).	15 gal. drum	\$71.51	per Gallon
97	Roundup Pro Conc. 32 oz/acre – Application Rate	<b>Blend R7</b> , Lockdown SC Concentrate (32oz/ac 640 oz), Lockdown SC (12 oz/ac 240 oz), Milestone (7 oz/ac 140 oz).	15 gal. drum	\$59.82	per Gallon
98	Roundup Pro Conc. 32 oz/acre – Application Rate	<b>Blend R8</b> , Esplanada 200 SC (5oz/ac 100 oz), Milestone (7 oz/ac 140 oz).	15 gal. drum	\$75.71	per Gallon
99	Roundup Pro Conc. 32 oz/acre – Application Rate	<b>Blend R9</b> , Esplanada 200 SC (5oz/ac 100 oz), Method 240SL (12.7 oz/ac 254 oz).	15 gal. drum	\$92.33	per Gallon



Category 2 (Non-WSDOT)						
Not Approved for WSDOT Use	Item	Manufacturer	Brand Name	Pkg. Size	Price	Unit Size
	1	Wilbur-Ellis	Syltac EA	2.5 gal.	\$61.50	per Gallon
	2	Alligare	Panoramic 2SL	1 gal.	\$118.21	per Gallon
	3	Alligare	Prodiamine 65 WDG	10 lbs.	\$14.12	per Pound
	4	Alligare	Tricolpyr 3SL	2.5 gal.	\$47.40	per Gallon
	5	Gowan	Scythe	2.5 gal.	\$65.76	per Gallon
	6	Corteva	Snapshot	50 lbs.	\$1.75	per Pound
	7	Corteva	Dimension Ultra	8 x 5 oz.	\$48.67	per Pound
	8	Nufarm	Prosedge	10 x 1.33 oz	\$4.94	per Ounce
	9	Anderson's	18-0-4+Dimension	50 lbs.	\$0.95	per Pound
	10	Pre-Blended Product	Vastlan 96 oz., Milestone 10 oz., Water 22 oz.	15 gal. drum	\$1,478.40	per Drum
	11	Pre-Blended Product	Vastlan 96 oz., Milestone 10 oz., Water 22 oz.	15 gal. drum	\$98.56	per Gallon
	12		Roundup Pro Concentrate	15 gal. drum	\$46.80	per Gallon
	13		Milestone	15 gal. drum	\$270.00	per Gallon
	14		Element 4	15 gal. drum	\$61.61	per Gallon
	15		Esplanade 200SC	15 gal. drum	\$1,276.16	per Gallon
	16		Frequency	15 gal. drum	\$623.00	per Gallon
	17		Lockdown SC	15 gal. drum	\$394.52	per Gallon
	18		MSO	15 gal. drum	\$17.10	per Gallon
	19	AquaSweep [Nufarm]	2,4-d amine / tricolor	2.5 gal.	\$57.55	per Gallon
	20	Axxe [BioSafe Systems]	Ammonium nonanqate	2.5 gal.	\$35.08	per Gallon
	21	Axxe [BioSafe Systems]	Ammonium nonanqate	260 gal. shuttle	\$32.66	per Gallon
	22	Brimstone [Wilbur-Ellis]	AMADS/NIS	2.5 gal.	\$27.22	per Gallon
	23	Brimstone [Wilbur-Ellis]	AMADS/NIS	30 gals.	\$26.00	per Gallon
	24	Brimstone [Wilbur-Ellis]	AMADS/NIS	265 gal. shuttle	\$25.00	per Gallon
	25	Detail [BASF]	saflufenacil	1 gal.	\$680.00	per Gallon
	26	Fomark [Kalo]	foam agent	1 gal.	\$30.13	per Gallon
	27	Imox [Alligare]	imazamox	1 gal.	\$225.88	per Gallon
	28	Imox [Alligare]	imazamox	2.5 gal.	\$223.53	per Gallon
	29	Imazapyr 4 SL [Alligare]	4 lb imazapyr	2.5 gal.	\$125.87	per Gallon
	30	Imazapyr 4 SL [Alligare]	4 lb imazapyr	30 gal.	\$127.65	per Gallon
	31	Mor-Act Crop Oil [Wilbur-Ellis]	oil	2.5 gal.	\$20.00	per Gallon

32	Open Range G [Wilbur-Ellis]	imazapic	50 lbs.	\$2.20	per Pound
33	Prescott [Alligare]	triclopyr / clopyralid	1 gal.	\$70.00	per Gallon
34	Prescott [Alligare]	triclopyr / clopyralid	2.5 gal.	\$67.50	per Gallon
35	Rejuvra [Bayer]	Indaziflam (Not Bareground/For Ranges/Grasses)	2.5 gal.	\$994.56	per Gallon
36	Rejuvra [Bayer]	Indaziflam (Not Bareground/For Ranges/Grasses)	1 qt.	\$298.37	per Quart
37	Renegade EA [Wilbur-Ellis]	modified vegetable Oil	2.5 gal.	\$27.50	per Gallon
38	Renegade EA [Wilbur-Ellis]	modified vegetable Oil	265 gal. shuttle	\$26.00	per Gallon
39	Vaquero [Wilbur-Ellis]	clethodim	1 gal.	\$142.00	per Gallon
40	Vaquero [Wilbur-Ellis]	clethodim	2.5 gal.	\$140.00	per Gallon