

Contract 00515-Scrap Metal Collection & Recycling

Contract Amendment

Date Issued: 6/18/2015

Effective Date: On DES Countersignature

Amendment Number: 01

Contractor Name: Metals Express, Inc.

This Contract Amendment is issued under the provisions of WA State Contract 00515. 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) Add Line Item

Item	Description	Unit Price
	Added Scrap Metal for all Regions	Reimbursement Percentage to Customer by Service Area Based on American Metal Market
1	AMM San Francisco Pricing Red Brass	50%

Authorizing Signatures

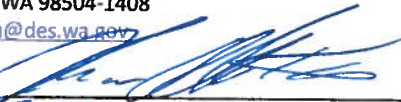
For Contractor:

Don Kuzmer
Metals Express, Inc.
1374 Thornton Ave. SW
Pacific, WA 98047
(425) 271-5414

Signature 
Date 7-1-2015

For State of Washington:

John Allen, DES Master Contracts and Consulting (MCC)
(360) 407-8406
PO Box 41408
Olympia, WA 98504-1408
john.allen@des.wa.gov

Signature 
Date 7-15-15



Contract 00515 – Scrap Metal Collection & Recycling

Contract Amendment

Date Issued: 1 October 2015

Effective Date: 1 October 2015

Amendment Number: 02

Contractor Name: Metals Express

This Contract Amendment is issued under the provisions of 00515. 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

The current contract pricing is based on the American Metal Market; which isn't keeping up with the rapid fall of local ferrous scrap prices. This amendment will adjust contract pricing for requesting vendor, Metals Express, to reflect current local market, and base the pricing of ferrous materials on local buyers' prices versus the American Metal Market.

Regions: Northwest, Olympic, Southwest, South Central

Due to the current metal market Metals Express will pay contract customers the percentage of the local buyers' prices. If the pricing increases past \$100 per ton, Metals Express will pay contract customers original bid percentage for each awarded region. All non-ferrous metals will still be paid according to the original contract pricing.

Reimbursable Percentages by Regions:

Northwest-50%

Olympic-35%

Southwest-35%

South Central-35%

Metals Express will keep records of the local buyers' prices to provide to the State Contract Administrator, or contract customers, if requested.

Authorizing Signatures

For Contractor: Metals Express

Don Kuzmer
425-271-5414
1374 Thornton Ave. SW
Pacifica, WA 98047
metalsexpress@aol.com

Signature

A handwritten signature in blue ink that reads "Don Kuzmer" over a horizontal line.

Date 10-2-2015

For State of Washington:

John W Allen III
(360) 407-8406
PO Box 41411
Olympia WA 98504-1411
john.allen@des.wa.gov

Signature

A handwritten signature in blue ink that reads "John W Allen III" over a horizontal line.

Date 10-05-2015

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	00515
Metals Express INC. 1374 Thornton Ave SW Pacific, WA 98047	Amendment No.:	3
	Effective Date:	June 1, 2018

**THIRD AMENDMENT
TO
CONTRACT No. 00515
SCRAP METAL COLLECTION & RECYCLING**

This third Amendment ("Amendment") to Contract No. 00515 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 Metal Express, a Washington Corporation ("Contractor") and is dated as of June 1, 2018.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 00515 for Scrap Metal Collection & Recycling dated effective as of June 1, 2016 ("Contract").
- B. The Parties previously amended the Contract two (2) times.
 - 1. Amendment number 1 was issued June 18, 2015 (Add Item)
 - 2. Amendment number 2 was issued October 1, 2015 (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. **TERM.** The Contract term is amended to extend the Contract for an additional twenty-four (24) months from June 1, 2018 to May 31, 2020.
- 2. **NEW SECTION.** Section 4 Contractor Representation and Warranties
 - 4. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order,

Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

- 4.1. **WAGE VIOLATIONS.** Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
- 4.2. **PAY EQUALITY.** Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), during the term of this Master Contract for the time period of July 1, 2017 through June 30, 2019, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to the Master Contract.
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.

**METALS EXPRESS,
A WASHINGTON CORPORATION**

By: Don Kuzmer
Name: Don Kuzmer
Title: Contract Administrator
Date: 4-29-18

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: Corinna Cooper
Name: Corinna Cooper
Title: Procurement Supervisor
Date: 4-30-18

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

Metals Express Inc.
1374 Thornton Ave SW
Pacific, WA 98047

**FOURTH AMENDMENT
TO
CONTRACT NO. 00515
SCRAP METAL COLLECTION AND RECYCLING**

This Fourth Amendment ("Amendment") to Contract No. 00515 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 Metals Express Inc., a Washington Corporation ("Contractor") and is dated as of June 1, 2020.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 00515 for Scrap Metal Collection and Recycling dated effective as of June 1, 2016 ("Contract").
- B. The Parties previously amended the Contract three (3) times.
 - 1. Amendment number 1 was issued June 18, 2015 (Add Item)
 - 2. Amendment number 2 was issued October 1, 2015 (Price Adjustment)
 - 3. Amendment number 3 was issued June 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. **TERM.** The Contract term is amended to extend the Contract for an additional thirty-six (36) months from June 1, 2020 to May 31, 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.

**METALS EXPRESS INC.,
A WASHINGTON CORPORATION**

By:

Name:

Title:

Date:

Don Kuzmer
Don Kuzmer
Owner
2-14-2020

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By:

Name: Clayton Long

Title: Contracts Specialist 3

Date: February 11, 2020

Clayton Long