

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

NW Navigator Luxury Coaches, LLC
13940 N. Rivergate Blvd.
Portland, OR 97203

**FIRST AMENDMENT
TO
CONTRACT No. 04119
STUDENT TRANSPORTATION**

This First Amendment (“Amendment”) to Contract No. 04119 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 NW Navigator Luxury Coaches, LLC, a Oregon Limited Liability Company (“Contractor”) and is dated as of September 20, 2021.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 04119 for Student Transportation dated effective as of October 31, 2019 (“Contract”).
- B. The Parties previously have not amended the Contract 04119.
- 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. **MUTUAL TERMINATION.** Mutual termination hereby added to the contract as follows as section 13.7:

Section 13.7 – Mutual Termination. Enterprise Services and Contractor may terminate this Master Contract upon mutual agreement; provide that, such termination is in the best interest of the State of Washington; and provided further that such termination shall only be effective upon sixty (60) days written notice; and provided further, that such termination shall not relieve any Purchaser from payment for services already provided as of the effective date of such notice.

- 2. **ECONOMIC PRICE ADJUSTMENT.** Adjust the trip prices of each Route listed in exhibit B by up to an additional 8% based upon the percent changes in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices for 2021 as shown in table below. Economic price adjustments are effective December 1, 2021.

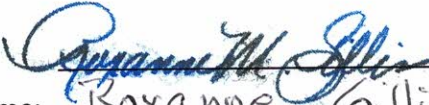
Equipment Description	Original max. Trip Price	New max. Trip Price
North 1	\$1,200.00	\$1,296.00
North 2	\$1,810.00	\$1,954.80

3. **REQUIRED DRIVER QUALIFICATIONS.** Remove the first line of the REQUIRED DRIVER QUALIFICATIONS in exhibit A and replace with the following to remove the school bus certification:
All drivers must possess a current CDL-P driver's license.
4. **TRAVEL ROUTES AND DAY.** In Exhibit A, remove and replace current contract terms regarding Travel Routes and Days with:
Any company awarded the contract for Category One must be able to:
 - Provide uninterrupted delivery of services with the necessary equipment and staff to provide transportation to the required stops on the required dates in accordance with the customer's needs as set out in Exhibit C1 Travel Routes and Days.
 - Have capacity to accept route changes due to student enrollment. This may equate to a change in pricing at the discretion of the Department of Enterprise Services (DES).
 - The School for the Blind and the Washington State Center for Childhood Deafness and Hearing Loss have the right to cancel travel in emergency situations upon mutual agreement between the vendor and the applicable personnel.
5. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
6. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
7. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
8. **ELECTRONIC SIGNATURES.** 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.


9. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

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

**NW NAVIGATOR LUXURY COACHES, LLC,
AN OREGON LIMITED LIABILITY COMPANY**

By: 
Name: Roxanne Gillis
Title: President
Date: 11/12/21

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: David Mgebroff
Title: Procurement Supervisor
Date: 11/12/2021