

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

Ver-Mac Inc.
4950 N. Sam Houston Pkwy E.
Houston, TX 77032

**FIRST AMENDMENT
TO
CONTRACT No. 03220
VARIABLE MESSAGE BOARDS**

This First Amendment (“Amendment”) to Contract No. 03220 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 Ver-Mac, a Delaware Corporation (“Contractor”) and is dated as of April 15, 2022.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 03220 for Variable Message Boards dated effective as of February 1, 2021 (“Contract”).
- B. The amendment set forth herein is within the scope of the Contract.
- C. The Parties now desire to amend the Contract as set forth herein.

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 Exhibit B - Prices for Goods of the Master contract is hereby deleted in its entirety, inserting Exhibit A of this amendment in its place.
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.

**VER-MAC INC.,
A DELAWARE CORPORATION**

By: _____

Name: Kimberly Jack

Title: Inside Sales Coordinator

Date: June 9th 2022

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: _____

Name: Alexander Kenesson

Title: Procurement Supervisor

Date: September 21, 2022

Exhibit A

Item	MFR	Model	Price
Truck Mounted Arrow Board, 3 Feet by 6 Feet	Ver-Mac	VM-367225	\$2,622.50
Available Options			
Universal Bed Rail Rack	Ver-Mac	VMS-A21	\$230.78
Universal Bed Floor Rack	Ver-Mac	VMS-A15	\$230.78
Power tilt truck mount bracket	Ver-Mac	VMS-A22	\$1,384.68

Item	MFR	Model	Price
Full Matrix Small Changeable Message Sign, Trailer Mounted (base model)	Ver-Mac	PCMS 548	\$12,692.90
Available Options			
WIFI	Ver-Mac		Included
Cellular remote control	Ver-Mac		Included
Standard radar speed detection	Ver-Mac	OPT-MS-Radar	\$1,269.29
PTZ Camera option (includes mounting hardware and all electronics)	Ver-Mac	OPT-MS-CAMERA PTZ	\$6,341.21
Industrial cellular IP modem with GPS	DIGI	OPT-MS-WR-31-ADD	\$980.82
HYDRAULIC LIFT MODEL	Ver-Mac	PCMS 548 HYD	\$13,846.80

Item	MFR	Model	Price
Full Matrix Mid-Size Changeable Message Sign, Trailer Mounted (base model)	Ver-Mac	PCMS 3812	\$14,885.31
Available Options			
WIFI	Ver-Mac		Included
Cellular remote control	Ver-Mac		Included
Standard radar speed detection.	Ver-Mac	OPT-MS-Radar	\$1,269.29
PTZ Camera option (includes mounting hardware and all electronics)	Ver-Mac	OPT-MS-CAMERA PTZ	\$6,341.21
Industrial cellular IP modem with GPS	DIGI	OPT-MS-WR-31-ADD	\$980.82
HYDRAULIC LIFT MODEL	Ver-Mac	PCMS 3812 HYD	\$16,983.31

Item	MFR	Model	Price
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Line Matrix Small Changeable Message Sign, Trailer Mounted (base model)	Ver-Mac	PCMS 548	\$12,692.90
Available Options			
WIFI	Ver-Mac		Included
Cellular remote control	Ver-Mac		Included
PTZ Camera option (includes mounting hardware and all electronics)	Ver-Mac	OPT-MS-CAMERA PTZ	\$6,341.21
Industrial cellular IP modem with GPS	DIGI	OPT-MS-WR-31-ADD	\$980.82
HYDRAULIC LIFT MODEL	Ver-Mac	PCMS 548 HYD	\$13,846.80

Item	MFGR	Model	Price
Line Matrix Mid-Size Changeable Message Sign, Trailer Mounted (base model)	Ver-Mac	PCMS 3812	\$15,467.10
Available Options			
WIFI	Ver-Mac		Included
Cellular remote control	Ver-Mac		Included
Standard radar speed detection	Ver-Mac	OPT-MS-Radar	\$1,318.90
PTZ Camera option (includes mounting hardware and all electronics)	Ver-Mac	OPT-MS-CAMERA PTZ	\$6,589.05
Industrial cellular IP modem with GPS	DIGI	OPT-MS-WR-31-ADD	\$1,019.15
HYDRAULIC LIFT MODEL	Ver-Mac	PCMS 3812 HYD	\$17,647.10

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**SECOND AMENDMENT
TO
CONTRACT No. 03220
VARIABLE MESSAGE BOARDS**

This Second Amendment (“Amendment”) to Contract No. 03220 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 Ver-Mac, a Delaware Corporation (“Contractor”) and is dated as of June 30, 2022.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 03220 for Variable Message Boards dated effective as of February 1, 2021 (“Contract”).
- B. The Parties previously amended the Contract one time.
 - First Amendment dated April 15, 2022 (price adjustment).
- C. Enterprise Services and Contractor are witnessing unanticipated costs increases pertaining to certain raw materials, components, and logistical supply constraints that are unexpectedly tensioning pricing pertaining to this Master Contract. Accordingly, the Parties now desire to amend the Master Contract to address certain unanticipated cost increases and provide temporary an equitable, temporary price adjustment consistent with the purpose of this Master Contract.
- D. The amendment set forth herein is within the scope of the Contract.
- E. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

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

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

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

- (a) Such price adjustments are based off of a third-party index, such as the NYSE American Steel Index Price (NYSE: STEEL)
 - (b) The unexpected costs must be unanticipated, beyond the reasonable control of Contractor, and impacting Contractor's industry/market segment (if the unexpected costs only are impacting Contractor and not its competitors, there will be no temporary price adjustment);
 - (c) The unexpected costs must not be part of any other price adjustment (e.g., a PPI inflation adjustment) allowed or provided by the Master Contract and, if granted by Enterprise Services, the impact of any temporary price adjustment will be considered by Enterprise Services and factored into any other price adjustments as allowed or provided by the Master Contract;
 - (d) Enterprise Services, acting in good faith, will have sole discretion to approve the scope, amount, and duration of any temporary price adjustment;
 - (e) Any such temporary price adjustment will be temporary and will include a stated period that will not exceed 180 days (Contractor, if circumstances warrant, may seek a subsequent temporary price adjustment); and
 - (f) Unless and until a temporary price adjustment is approved in writing by Enterprise Services, Contractor will not adjust Master Contract prices.
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.

**VER-MAC INC.,
A DELAWARE CORPORATION**

By: _____

Name: Kimberly Jack

Title: Inside Sales Coordinator

Date: June 20th 2022

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: _____

Name: Alexander Kenesson

Title: Procurement Supervisor

Date: 6/27/2022