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| State of Washington<br>Contracts & Procurement Division<br>Department of Enterprise Services<br>P.O. Box 41411<br>Olympia, WA 98504-1411 | <b>CONTRACT AMENDMENT</b> |               |
|                                                                                                                                          | Contract No.:             | 06719-02      |
|                                                                                                                                          | Amendment No.:            | 5             |
| Northwest Bus Sales, Inc.<br>33207 Pacific Hwy S<br>Federal Way, WA 98003-6442                                                           | Effective Date:           | April 1, 2025 |

**FIFTH AMENDMENT**  
**TO**  
**CONTRACT No. 06719-02**  
**TRANSIT BUSES**

This fifth Amendment ("Amendment") to Contract No. 06719-02 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 Northwest Bus Sales Inc., a Washington corporation ("Contractor") and is dated as of April 1, 2025.

**RECITALS**

- A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 06719-02 dated effective as of April 1, 2021 ("Contract").
- B. The Parties previously amended the Contract as follows:
  - (1) First Amendment: to make an Economic Price Adjustment of 50.07% on June 1, 2022.
  - (2) Second Amendment: to extend the contract for an additional twelve (12) months, and to make an Economic Price Adjustment of 15% on April 1, 2023.
  - (3) Third Amendment: to extend the contract for an additional twelve (12) months, to make an Economic Price Adjustment of 7.15%, and to add a Non-Discrimination clause on April 1, 2024.
  - (4) Fourth Amendment: Add High-Level Enterprise (HLE) Mavryk Shuttles Buses and customization options for the category 2 and 3 of the contract at the price indicated in Exhibit A on January 31, 2025.
- C. The amendment set forth herein is within the scope of the Contract.

**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. **CONTRACT TERMS.** Pursuant to Section 1 of the Contract, the contract is amended to extend the term twelve (12) months to its final date, ending March 31, 2026.
2. **ECONOMIC PRICE ADJUSTMENT.** Pursuant to section 3.4, Economic Price Adjustment using the Bureau of Labor Statistics Index for Truck and Bus Bodies, Series No. WPU 1413 to determine a price change, the price set forth in Exhibit B – Prices are increased by 3.79%.  
Pursuant to section 3.1 of the Contract, the pricing for the goods/services is hereby amended by deleting the existing **Exhibit B – Prices** in its entirety and inserting the attached **Exhibit B – Prices** (effective April 1, 2025). These prices include the agreed economic adjustment from the Bureau of Labor and Statistics (BLS) index/indices: 3.79%.
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.** An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
7. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

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

**NORTHWEST BUS SALES, INC.,  
A WASHINGTON CORPORATION**

By:   
Name: Rob Gookley  
Title: Sales Mgr  
Date: 3/18/25

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By: Breann Aggers  
Name: BREANN AGGERS  
Title: PROCUREMENT STRATEGIST  
Date: 03/19/2025

**Please see attached Exhibit B – Prices (effective April 1, 2025)**