

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	06719-01
Gillig LLC 451 Discovery Dr Livermore, CA 94551	Amendment No.:	3
	Effective Date:	April 1, 2023

**THIRD AMENDMENT
TO
STATEWIDE CONTRACT NO. 06719-01
TRANSIT BUSES**

This Third Amendment (“Amendment”) to Contract No. 06719-01 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 Gillig LLC., a California limited liability company (“Contractor”) and is dated as of April 1, 2023.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 06719-01 for Transit Buses dated effective as of April 1, 2021 (“Contract”).
- B. The Parties previously amended the Contract:
 - a. by instrument titled First Amendment (dated June 1, 2022) to make an economic price adjustment of 11.78%.
 - b. by instrument titled Second Amendment (dated February 1, 2023) to add goods and services for the Allison eGen Flex Hybrid.
- 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. **CONTRACT TERM.** Pursuant to Section 1 Term of the Contract, this Contract has been extended for an addition twelve (12) months, this extension term is until March 31, 2024.
- 2. **ECONOMIC PRICE ADJUSTMENT.** Section 3.4 of the contract is deleted in its entirety and replaced with the following:
 - ECONOMIC ADJUSTMENT.** 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

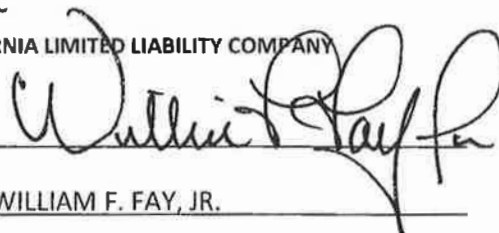
adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices described below, for the most recent year. The Index is the Producer Price Index for Truck and Bus Bodies, Series No. WPU 1413, published by the United States Department of Labor, Bureau of Labor Statistics, or if such Index is no longer in use, then such replacement that is most comparable to the Index as may be designated by the Bureau of Labor Statistics, or as agreed by the parties. Economic adjustment will lag one (1) calendar quarter past the Master Contract commencement date to allow for publication of BLS data. All calculations for the index shall be based upon the latest version of data published as of February each year. Prices shall be adjusted on April 1st. If an index is recoded, that is the replacement is a direct substitute according to the BLS, this Master Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:
New Price = Old Price x (Current Period Index/Base Period Index).

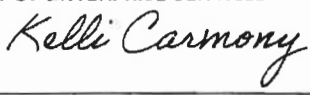
3. **ECONOMIC PRICE ADJUSTMENT.** Pursuant to Section 3.4 of the Master Contract Economic Price Adjustment using the Bureau of Labor Statistics Index for Truck and Bus Bodies, Series No. WPU 1413 to determine a price change, the prices set forth in the Exhibit B – Prices are increased by 15.00%.
4. **NO 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.** 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.
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.

GILLIG LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 

By: 

Name: WILLIAM F. FAY, JR.

Name: Kelli Carmony

Title: VICE PRESIDENT SALES

Title: Procurement Supervisor

Date: MARCH 20, 2023

Date: 3/22/23