

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.	05916
Northsound Auto Group LLC dba Dwayne Lane's Chrysler, Jeep, Dodge 10515 Evergreen Way Everett, WA 98204	Amendment No.	6
	Effective Date	May 19, 2023

**SIXTH AMENDMENT
TO
STATEWIDE CONTRACT NO.05916
MOTOR VEHICLES**

This Sixth Amendment ("Amendment") to Contract No. 05916 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 Northsound Auto Group LLC dba Dwayne Lane's Chrysler, Jeep, Dodge, a Washington Limited Liability Company ("Contractor") and is dated as of May 19, 2023.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No.05916 for Motor Vehicles dated effective as of January 05, 2017 ("Contract").
- B. The Parties previously amended the Master Contract 05916 as follows:
 - a. 05916a01- Increase of Vendor Management Fee - April 01, 2017
 - b. 05916a02 - Term extension - January 1, 2022
 - c. 05916a03 - Temporary Price Adjustment - October 12, 2021
 - d. 05916a04- Temporary Price Adjustment- April 1, 2022
 - e. 05916a05- Temporary Price Adjustment- November 1, 2022
- 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. The contract is hereby amended by deleting the existing 5.2 DELIVERY REQUIREMENTS (a, b, and f) in its entirety and inserting the following in lieu thereof:

DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Master Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor. The following apply to all deliveries:

- a. Contractor shall make all deliveries to Purchaser's official business location or, upon Purchaser request, a designated automotive upfitter business location (for designated upfitting for vehicle by Purchaser). All deliveries shall require signature from purchaser's authorized representative with an official identification card. Such deliveries shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor at the time of order placement.
 - b. Contractor shall ship all goods and /or services purchased pursuant to this Master Contract, freight charges prepaid by contractor, FOB Purchaser's specified official business location/address with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods and/or services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
 - c. Contractor shall make best efforts to deliver equipment not in stock or unavailable from manufacturer at time of order within one hundred twenty (120) calendar days after receipt of order.
 - d. Delivery of the awarded new, unused vehicles is defined as receipt of the awarded new vehicle at the Purchaser's place of business or, upon Purchaser request, designated automotive upfitter's business location or at the Contractor's place of business. Contractor shall notify Purchaser at the phone number listed in the Purchase Order a minimum of forty-eight (48) hours notice prior to vehicle delivery. This is to ensure that a Purchaser-authorized employee is available to sign and date the delivery document and to indicate that Purchaser has received delivery of the vehicle.
 - e. Deliveries must NOT be delivered to a residential address and deliveries shall be received between 8:00am and 3:00pm (Customer's local time) on Purchaser normal business days, unless extended receiving hours are approved by Purchaser. Purchaser will not accept any responsibility for vehicle that has been delivered to or left at a Purchaser facility, unless a designated authorized employee has signed and dated the bill of lading or other delivery documents indicating Purchaser has received delivery of the vehicle. Once notified by contractor, Purchaser will have seventy-two (72) hours to receive vehicle at the official business location/address signed by purchaser's authorized representative.
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. 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.
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.

**NORTHSOUND AUTO GROUP LLC
DBA DWAYNE LANE'S CHRYSLER, JEEP, DODGE
A WASHINGTON CORPORATION**

By: *Mike O'Donnell*
 Name: *Mike O'Donnell*
 Title: *Fleet Manager*
 Date: *5/12/23*

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: *Kelli Carmony*
 Name: Kelli Carmony
 Title: Procurement Supervisor
 Date: 5/16/23