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

Northend Truck Equipment, LLC
14919 40th Ave. NE
Marysville, WA 98271

FIRST AMENDMENT
TO
CONTRACT NO. 01117
Northend Truck Equipment, LLC

This First Amendment ("Amendment") to Contract No. 01117 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 Northend Truck Equipment, LLC., a Washington Corporation ("Contractor") and is dated as of July 16, 2019.

RECITALS

A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01117 for Dump Bodies, Snow Plows and related equipment dated effective as of May 1, 2018 ("Contract").

B. The Parties have NOT previously amended the Contract No. 01117.

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 follows:

1. PRICE ADJUSTMENTS SECTION 3.3. The Contract is amended to include a five-percent (5%) price increase effective July 16, 2019.

2. ITEM ADDITION SECTION 3.4. Items listed in Exhibit A will be added to the contract and reflect the specific prices and categories as of November 1, 2019.

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. 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.

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.

NORTHEND TRUCK, LLC,
A WASHINGTON CORPORATION

By: Dennis Andrews

Name: Dennis Andrews

Title: Government Sales

Date: 11/26/2019

STATE OF WASHINGTON,
DEPARTMENT OF ENTERPRISE SERVICES

By: Kim Kirkland

Name: Kim Kirkland

Title: Procurement Supervisor

Date: 11/26/19

EXHIBIT A – ITEM ADDITION

Category A: Hopper Sander; 5-10 Yard with Pre-wet		
V.	**Option Description**	
29	Stainless Steel Sub frame with 4" X 8" Fork Truck Pockets to Fit 14' V-Box Sander (Drawing Approval Required)	$ 3,248.00
30	Rear Cover Plate	$ 511.00
31	Front Spill Shield	$ 460.00
58	DEDUCT for the standard ladder on slide-in Sanders with an Airfoil	$ (235.00)
	Xzalt Spreaders With Options	
12	Rear Mounted Stainless Steel Light Bar	$ 2,633.00
	Combo Spreader	
15	REAR MOUNTED STAINLESS STEEL FOLDING LADDER ASSEMBLY FOR COMBO UNIT	$ 845.00
	VariTech Anti Ice	
11	SB600-BB-SS Brine Boss Ready 600 Gallon Salt Brine Production System with SS Pump	$ 14,822.00
12	HCSB1400-SS-BB-1PH Brine Boss Ready 1400 Gallon Salt Brine Production System 1 Phase	$ 30,855.00
13	VAR-BB-SB600-2-3PH 600 Gallon Salt Brine Production System with Brine Boss and 2 tank monitoring	$ 59,649.00
14	VAR-BB-SB600-4-3PH 600 Gallon Salt Brine Production System with Brine Boss and 4 tank monitoring	$ 66,021.00
15	VAR-BB-HCSB1400-2-3PH 1400 Gallon Salt Brine Production System with Brine Boss and 2 tank monitoring	$ 76,169.00
16	VAR-BB-HCSB1400-4-3PH 1400 Gallon Salt Brine Production System with Brine Boss and 4 tank monitoring	$ 82,251.00
17	Manual Transfer System: TS350 165 GPM Transfer Station with hose and fittings and SS pump	$ 3,061.00
18	Automatic Transfer Systems: Blend Boss, 120 GPM, 3 Phase 120 GPM Blend Boss 3-product Chemical Blending System with 25' discharge hose	$ 26,608.00
19	Automatic Transfer Systems: STS 300 GPM, 3 Phase 300 GPM Smart Transfer Station less hose and fittings	$ 33,040.00
20	LDS CSS200-EGCL-3-VG 200 Gallon 3 Lane Critical Spot Sprayer - Galvanized frame, electric start Honda engine, closed loop, SS spray bar, VariTech controller, GPS speed sensor.	$ 9,268.00
21	LDS CSS305-EGCL-3-HVG 305 Gallon 3 Lane Critical Spot Sprayer - Galvanized frame, electric start Honda engine, closed loop, SS spray bar, 50' hose reel, VariTech controller, GPS speed sensor.	$ 10,016.00
22	LDS CSS535-EGCL-3-HVG 535 Gallon 3 Lane Critical Spot Sprayer - Galvanized frame, electric start Honda engine, closed loop, SS spray bar, 50' hose reel, VariTech controller, GPS speed sensor.	$ 10,468.00

	Category B: Flatbed	
31.	2200EL Air Hitch Installed With ICC I.L.O. Quoted 580 In Base Spec	$ 2,038.00
	Category C: 3, 5, and 10 yard Contractor Body	
X.	**Options:**	
51.	Add two (2) Whelan L-318AF lights to the cab guard (Correction)	$ 1,129.80
66.	Install Customer supplied Beacon	$ 603.75
67.	Furnish and Install beacon Brush Guard	$ 341.25
68.	Chock Blocks Stow Mounted below the body (1) Rt. & (1)Lft.	$ 325.50
69.	Work Light Mounted in the Rear Hitch Area In Addition to the Cab Guard	$ 288.75
70.	Install WSDOT furnished crash barrier brackets	$ 344.40
71.	Steps Inside the Body, prefer rebar in the corner by the ladder	$ 262.50
72.	Pro-Vision Back up Camera	$ 1,170.75
73.	Tire Chain Storage Hooks -Two; tire chain storage hooks spaced 36 inches apart and welded beneath, the right & Left side of the body (2) per truck)	$ 100.80
74.	Delete Standard pre-fabricated Asphalt Door(s) Each, (Specifications Section III, Item 18)	$ (317.10)
75.	Photocell wired to the L31 beacons on all trucks.	$ 229.95
76.	Recycled Plastic Bang Boards In Lieu of Wood	$ 972.30
77.	Angle Irion on Top of the Side Boards	$ 708.75
78.	2200EL Air Hitch Installed In Lieu of 370 In Base Spec (10/12 Yard)	$ 43.00
79.	2200EL Air Hitch Installed In Lieu of 580 In Base Spec (5/6 Yard)	$ 178.00
	OFF THE SHELF 2/3 YARD DUMP BODY FOR SNOW/ICE AND OPTION LIST	
18	Boss Hopper Spreader VBX 6500 - 6.5' V-Box Spreader, Auger PN: VBS15150C	$ 6,622.50
19	Boss Hopper Spreader VBX 6500 - 6.5' V-Box Spreader, Pintle Chain PN: VBS15160C	$ 6,802.50
20	Boss Hopper Spreader VBX 8000 - 8' V-Box Spreader, Auger PN: VBS14200C	$ 7,500.00
21	Boss Hopper Spreader VBX 8000 - 8' V-Box Spreader, Pintle Chain PN: VBS14210C	$ 7,665.00
22	Boss Hopper Spreader VBX 9000 - 9' V-Box Spreader, Auger PN:15300C	$ 8,602.50
23	Boss Hopper Spreader VBX 9000 - 9' V-Box Spreader, Pintle Chain PN: VBS15310	$ 8,782.50
33	Boss Forge 2.0 Stainless Steel Hopper Spreader, Auger (Base Model) (Includes Control Kit with Basic Controller) PNVBS22200	$ 6,352.50
34	Boss Forge 2.0 Stainless Steel Hopper Spreader, Pintle (Base Model) (Includes Control Kit with Basic Controller) PN: VBS22210	$ 6,525.00
38	Boss Tailgate Spreader TGS 600 - 6 CU.FT. W/ SLIDE-IN ATTACHMENT (Salt Only)	$ 2,220.00
39	Boss Tailgate Spreader TGS 1100 -11 CU.FT. W/ SLIDE-IN ATTACHMENT (Salt Only)	$ 2,496.25
40	Boss Tailgate Spreader TGS 800 - 8 CU.FT W/ SLIDE - IN ATTACHMENT (Sand and Salt)	$ 3,607.50
41	Boss Tailgate Spreader Installation (Must have Class 4 - 2" Hitch	$ 650.00

Category D: Double Dump (Frink) – Truck Mounted		
Double Dump Options		
17.	3/8" AR400 Floor In Lieu Of 3/16" for GI-90	$ 1,849.05
18.	3/8" AR400 Floor In Lieu Of 3/16" for GI-85	$ 1,347.15
19.	Install WSDOT Furnished Crash Barrier Brackets	$ 344.40
20.	Standard Rear Tailgate	$ (315.00)
21.	(1)10" drawer module installed. Mill finish body, diamond plate floor. (chainsaw box)	$ 5,096.70
22.	Asphalt Lip For Rear Of Dump Body, Standard (No Reinforcement)	$ 739.20
23.	2200EL Air Hitch Installed In Lieu of 370 In Base Spec (10/12 Yard)	$ 43.00
24.	2200EL Air Hitch Installed In Lieu of 580 In Base Spec (5/6 Yard)	$ 178.00
Category E: Side Tipper – truck mounted		
Everest Side Tipper Options		
7.	Add two (2) Whelan L-31HAF lights to the cab guard In Lieu of Echo strobe lights (#6665A), Mounted on the Cab Guard	$ 406.35
Info	NTE/OSW Side Dump Body Info: •Body Material: 1/4" AR450 Tub, 1/4" AR450 Midrail & Ends, 3/8" AR450 Top Rail • Frame: 3/8" Grade 80 Flange Top & Bottom • Dump Angle: 42 Degrees • Cylinders: (2) - Dual Acting Single Stage, Body Frame Mounted Hydraulic Diversion Valve • (Lights: All Lights are LED and Mounted in Rubber Grommets. All Lights per I.C.C. Regulations. Wiring Routed Through Flexible Vinyl Loom •Paint: Body Primed & Painted DuPont •Frame Primed & Painted DuPont • Installation & set up • Electric Tarp System with Mesh Tarp Material with Cab Controls	
1.	15' NTE/OSW Steel Body Model# SDBTRK18	$ 37,700.00
2.	2200EL Air Hitch Installed In Lieu of 370 In Base Spec (10/12 Yard)	$ 43.00
3.	2200EL Air Hitch Installed In Lieu of 580 In Base Spec (5/6 Yard)	$ 178.00
Category G (Hook Lift)		
3.	2200EL Air Hitch With "D" Rings Installed Complete With OEM Gladhands Seven Way Plug, Back-up Alarm, and Tail Lights	$ 4,043.50
Cab Guard with Pre-Wet		
OPTIONS		
6	(2) 120 Gallon Back of Cab Pre-Wet Tanks (Shipped Loose)	$ 1,277.50
7	(1) 120 Gallon Back of Cab Pre-Wet Tanks (Shipped Loose)	$ 638.75
8	Saddle for Dual 120 Gallon Back of Cab Pre-Wet Tanks (Shipped Loose)	$ 943.75

9	Mounting Hardware, includes straps and Plumbing Kit (Shipped Loose)	$ 601.25
10	(4) 50.5" Non-Adjustable Mounting Straps, nuts & Washers (Shipped Loose)	$ 268.75
11	Plumbing Kit (Shipped Loose)	$ 187.50
12	Dual 120 Gallon Back of Cab Mounted Pre-Wet Tanks In Lieu of Standard Single 120 Gallon: Add	$ 727.50
13	Delete 120 Gallon Tank Only (specifications section III, Item 1)	$ (540.00)
	Purchaser Hydraulic Package A:	
Options:		
c.	PreCise ARC, 6100, Gen 5, Wireless (Includes sensor only) 6100-GEN5-ARC-WIRELESS, In Lieu of Visalia included in the package specifications.	$ (609.00)
10	Sander Lines To The Rear With QD's	$ 1,411.20
11	Bulkhead with separate hoses and fittings for the VT35	$ 1,800.75
12	VT35 GEN III Powder Coated with Stainless Steel Lid	$ 3,433.50
13	22 GPM Cartridge to Run Conveyor	$ 330.75
14	Trailer Power Option with On/Off Switch in Position 4 with lines to the rear with QD's	$ 2,480.10
15	Broom Circuit with cooler, manifold and motor spool valve to operate front broom, switch on /off with separate switch, plumbed to the front of the truck with QD's	$ 3,172.05
16	SPJC-6100-CAN-SINGLE-CFG Command All Single Joystick	$ -
17	SPJC-6100-CAN-SINGLE-CFG 6100 Command All Single, includes 10 port module for additional outputs for a scraper, etc.	$ 1,517.00
18	6100-Combo hydraulics/harnessing for Chassis side for hydraulic prewet, auger, spinner with feedback and ISO bus to connect to 3 lane direct liquid on the spreader.	$ 1,284.00
19	6100-Combo 3-lane direct Liquid ISO bus spreader side	$ 1,812.00
	Purchaser Hydraulic Package B:	
Options:		
c.	PreCise ARC, 6100, Gen 5, Wireless (Includes sensor only) 6100-GEN5-ARC-WIRELESS, In Lieu of Visalia included in the package specifications.	$ (609.00)
10	Sander Lines To The Rear With QD's	$ 1,411.20
11	Bulkhead with separate hoses and fittings for the VT35	$ 1,800.75
12	VT35 GEN III Powder Coated with Stainless Steel Lid	$ 3,433.50
13	22 GPM Cartridge to Run Conveyor	$ 330.75
14	Trailer Power Option with On/Off Switch in Position 4 with lines to the rear with QD's	$ 2,480.10
15	Broom Circuit with cooler, manifold and motor spool valve to operate front broom, switch on /off with separate switch, plumbed to the front of the truck with QD's	$ 3,172.05
16	SPJC-6100-CAN-SINGLE-CFG Command All Single Joystick	$ -
17	SPJC-6100-CAN-SINGLE-CFG 6100 Command All Single, includes 10 port module for additional outputs for a scraper, etc.	$ 1,517.00
18	6100-Combo hydraulics/harnessing for Chassis side for hydraulic prewet, auger, spinner with feedback and ISO bus to connect to 3 lane direct liquid on the spreader.	$ 1,284.00
19	6100-Combo 3-lane direct Liquid ISO bus spreader side	$ 1,812.00
	Purchaser Hydraulic Package C:	
Options:		

c.	PreCise ARC, 6100, Gen 5, Wireless (Includes sensor only) 6100-GEN5-ARC-WIRELESS, In Lieu of Visalia included in the package specifications.	$ (609.00)
10	Sander Lines To The Rear With QD's	$ 1,411.20
11	Bulkhead with separate hoses and fittings for the VT35	$ 1,800.75
12	VT35 GEN III Powder Coated with Stainless Steel Lid	$ 3,433.50
16	SPJC-6100-CAN-SINGLE-CFG Command All Single Joystick	$ -
17	SPJC-6100-CAN-SINGLE-CFG 6100 Command All Single, includes 10 port module for additional outputs for a scraper, etc.	$ 1,517.00
18	6100-Combo hydraulics/harnessing for Chassis side for hydraulic prewet, auger, spinner with feedback and ISO bus to connect to 3 lane direct liquid on the spreader.	$ 1,284.00
19	6100-Combo 3-lane direct Liquid ISO bus spreader side	$ 1,812.00

Purchaser Hydraulic Package D:		
Options:		
c.	PreCise ARC, 6100, Gen 5, Wireless (Includes sensor only) 6100-GEN5-ARC-WIRELESS, In Lieu of Visalia included in the package specifications.	$ (609.00)
10	Sander Lines To The Rear With QD's	$ 1,411.20
11	Bulkhead with separate hoses and fittings for the VT35	$ 1,800.75
12	VT35 GEN III Powder Coated with Stainless Steel Lid	$ 3,433.50
16	SPJC-6100-CAN-SINGLE-CFG Command All Single Joystick	$ -
17	SPJC-6100-CAN-SINGLE-CFG 6100 Command All Single, includes 10 port module for additional outputs for a scraper, etc.	$ 1,517.00
18	6100-Combo hydraulics/harnessing for Chassis side for hydraulic prewet, auger, spinner with feedback and ISO bus to connect to 3 lane direct liquid on the spreader.	$ 1,284.00
19	6100-Combo 3-lane direct Liquid ISO bus spreader side	$ 1,812.00
NTE Basic Hydraulics and Options (Additional Products And Services)		
20	NE-18E High Pressure Hook lift Valves with Delta 120 Crank Mount Pump	$ 3,740.10
21	NE-19E DLA/Anti-Icing 3-Lane Harness Kit to Add to 5100ex-3 Harnessing (Flow Meter Feedback Incl.)	$ 863.10
22	NE-20E 3-Lane DLA/Anti-Icing Harness in Lieu of Aug/Spnr/Prwt Harness (Flow Meter Feedback Incl.)	$ 346.50
23	NE-21E Hot Shift PTO (280 Series), Direct Mount Load Sense Pump for Allison 3000 & 4000 Series	$ 1,883.70
24	NE-22E High Pressure Hoklift Valves and Controls	$ 2,952.60
25	NE-23E Stand Alone Stainless Steel Valve Enclosure	$ (624.75)
26	NE-24E 6100 Controller In Lieu of 5100EX	$ 1,023.75
27	NE-35 High Flow Hoist Valve for the Truck Dump Body	$ 632.00
28	NE-35 High Flow Hoist Valve for the Trailer Dump Body	$ 632.00
Basic Hydraulic Systems and Options Below		
14	A35 and P50 Valve and Pump combination to accommodate larger bodies and hoist	$ 1,569.75

Plow Category 3: Snow Plow Frame/Hitches Front plow Parallel lift		
II	**Truck Plate: Correction (Not Included in the Price of the Plows)**	
1.	The truck portion of the hitch shall be designed to allow a single operator to remove/install the plow and wing from the truck with no tools. Only a flat plate shall remain at the front of the truck chassis when the plow portion of hitch/equipment is removed.	
2.	The front flat plate shall be constructed of no less than 5/8" steel plate.	
3.	The lower section of the plat plate hitch shall have a handle operated over center latching system to engage/disengage the lower latching pins.	
Options:		
15.	Grease Manifold	$ 821.10
16.	Stucchi Coupler Fixed Half ,Chassis side, Installed	$ 700.35
17.	Stucchi Coupler Mobile Half , Plow Side w/ parking Stations, Not Installed (Included in Plow Pricing)	$ 825.30
19.	20 Port Grease Manifold	$ 821.10
21.	Rubber Shield	$ 181.65
Plow Category 4: Snow Plow Frame/Hitches Wing plow		
15.	FALLS MODEL TW-12 TRUCK BENCHING SNOW WING, STD CUTTING EDGE, STD REAR POST, STD BUFFER BRACE, PAINT WING ONE STD COLOR, REAR MOUNT (Installed)	$ 26,705.00

State of Washington
Contracts & Procurement Division
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Northend Truck Equipment, LLC
14919 40th Ave. NE
Marysville, WA 98271

SECOND AMENDMENT
TO
CONTRACT NO. 01117
NORTHEND TRUCK EQUIPMENT, LLC

This Second Amendment ("Amendment") to Contract No. 01117 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 Northend Truck Equipment, LLC, a Washington limited liability company ("Contractor") and is dated as of March 31, 2020.

RECITALS

A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01117 for Dump Bodies, Snow Plows Various Types, Controls and Services dated effective as of May 1, 2018 ("Contract").

B. The Parties previously amended the Contract 01117 as follows:

   a. First Amendment dated July 16, 2019 for a 5% price increase. Additionally, items were added to the contract to reflect the specific price and categories listed within Exhibit A, effective date November 1, 2019.

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. TERM. Per contract 01117 Section 1 Contract Term, the contract with Northend Truck Equipment, LLC for an additional two (2) years effective May 1, 2020 through April 30, 2022.

2. ITEM ADDITION. Per contract 01117 Section 3.4 Item Addition, Pup Trailer is added as specified in Exhibit A under Category E- Side Dump effective March 31, 2020.

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. 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.

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.

NORTHEND TRUCK EQUIPMENT, LLC
A WASHINGTON CORPORATION

By: _____

Name: Dennis Andrews

Title: Government Sales

Date: 3/26/2020

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: _____

Name: Kim Kirkland

Title: IT Procurement Supervisor

Date: 3-27-2020

Amd_2_NorEnd

Final Audit Report 2020-03-27

Created:	2020-03-27
By:	Ashly McBunch (Ashly.mcbunch@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhrsP04YDjfPd2QWrQAk2Bq4oWBiJzcrJ

"Amd_2_NorEnd" History

Document created by Ashly McBunch (Ashly.mcbunch@des.wa.gov)
2020-03-27 - 4:03:35 PM GMT- IP address: 198.238.242.30

Document emailed to Kim Kirkland (kim.kirkland@des.wa.gov) for signature
2020-03-27 - 4:03:55 PM GMT

Email viewed by Kim Kirkland (kim.kirkland@des.wa.gov)
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Document e-signed by Kim Kirkland (kim.kirkland@des.wa.gov)
Signature Date: 2020-03-27 - 4:06:10 PM GMT - Time Source: server- IP address: 198.238.242.30

Signed document emailed to Kim Kirkland (kim.kirkland@des.wa.gov) and Ashly McBunch (Ashly.mcbunch@des.wa.gov)
2020-03-27 - 4:06:10 PM GMT

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

Northend Truck Equipment, LLC
14919 40th Ave. NE
Marysville, WA 98271

THIRD AMENDMENT
TO
CONTRACT NO. 01117
NORTHEND TRUCK EQUIPMENT, LLC

This Third Amendment ("Amendment") to Contract No. 01117 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 Northend Truck Equipment, LLC, a Washington limited liability company ("Contractor") and is dated as of November 1, 2020.

RECITALS

A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01117 for Dump Bodies, Snow Plows Various Types, Controls and Services dated effective as of May 1, 2018 ("Contract").

B. The Parties previously amended the Contract 01117 as follows.

   a. First Amendment dated July 16, 2019 for a 5% price increase. Additionally, items were added to the contract to reflect the specific price and categories listed within Exhibit A, effective date November 1, 2019.

   b. Second Amendment dated March 31, 2020 for term extension for an additional two (2) years effective May 1, 2020 through April 30, 2022. Additionally, item addition per section 3.4 for Pup Trailer in Exhibit A under Category E- Side Dump effective March 31, 2020.

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. ITEM ADDITION. Per contract 01117 Section 3.4 Item Addition, the specifications added to Exhibit A "Specifications Amendment 1" tab under their respective categories are attached in Exhibit A-Items Addition Amd 3.

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.

NORTHEND TRUCK EQUIPMENT,
A WASHINGTON LIMITED LIABILITY COMPANY

By: Dennis Andrews
Name: Dennis Andrews
Title: Sales Manager
Date: 10/27/2020

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Ashly McBunch
Name: Ashly McBunch
Title: Contract Specialist 2
Date: 10/27/2020

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	**MASTER CONTRACT AMENDMENT**	
	Master Contract No.:	01117
OSW Equipment & Repair, LLC 20812 Broadway Ave Snohomish, WA 98296-7300	Amendment No.:	4
	Effective Date:	July 1, 2021

FOURTH AMENDMENT
TO
MASTER CONTRACT NO. 01117
OSW EQUIPMENT & REPAIR, LLC

This Fourth Amendment ("Amendment") to Master Contract No. 01117 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 OSW Equipment & Repair, LLC, a Washington limited liability company ("Contractor") and is dated and effective as of July 1, 2021.

RECITALS

A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods/services to support Washington state agencies. *See* RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these master contracts available, pursuant to agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. *See* RCW 39.26.050(1) & (2).

B. To provide a cost-effective and efficient procurement solution for state agencies and other eligible purchasers, Enterprise Services typically develops multi-year Master Contracts. Such Master Contracts establish pricing and, where appropriate, price adjustments over the term of the Master Contract.

C. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Master Contract No. 01117 for Dump bodies, Snow Plows Various Types, Controls and Services dated effective as of May 1, 2018 ("Master Contract").

D. The Parties previously amended the Master Contract 01117 as follows.

   a. First Amendment dated July 16, 2019 for a 5% price increase. Additionally, items were added to the contract to reflect the specific price and categories listed within Exhibit A, effective date November 1, 2019.

   b. Second Amendment dated March 31, 2020 for term extension for an additional two (2) years effective May 1, 2020 through April 30, 2022. Additionally, item addition per section 3.4 for Pup Trailer in Exhibit A under Category E- Side Dump effective March 31, 2020.

c. Third Amendment dated November 1, 2020 Per contract 01117 Section 3.4 Item Addition, the specifications added to Exhibit A "Specifications Amendment 1" tab under their respective categories are attached in Exhibit A- Items Addition Amendment three.

E. 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.

F. The amendment set forth herein is within the scope of the Master Contract.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Master 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, 2021, upon written request by Contractor, Enterprise Services will review, evaluate, 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) Contractor must request such temporary price adjustment in writing and set forth the unexpected costs that are adversely impacting Contractor's specific Master Contract goods/services;
>
> (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) Contractor must propose to Enterprise Services a reasonable, temporary price adjustment that, based on a material input percentage basis (or similar appropriate metric) for the goods/services equitably aligns Master Contract prices for impacted goods/services with the Master Contract's allocation of risk/return (e.g., Contractor's margin);
>
> (e) Contractor must document to Enterprise Services that Contractor already has implemented equivalent or greater price adjustments for Contractor's goods/services to other non-affiliated customers outside of the Master Contract based on the unexpected costs identified to Enterprise Services;

(f) Contractor, acting in good faith, also must evaluate and, as appropriate, propose temporary price adjustments if costs for Contractor's Master Contract goods/services have unexpectedly decreased;

(g) Enterprise Services, acting in good faith, will have sole discretion to approve the scope, amount, and duration of any temporary price adjustment;

(h) 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

(i) Unless and until a temporary price adjustment is approved in writing by Enterprise Services, Contractor will not adjust Master Contract prices.

Effective July 1, 2021 OSW Equipment & Repair, LLC, is granted a five percent (5%) increase through December 31, 2021.

2. SECTION 3.3 PRICE ADJUSTMENTS is deleted in its entirety and replaced with the following:

SECTION 3.3 ECONOMIC ADJUSTMENT. The Contract Prices set forth herein are firm and fixed for one year from the effective date of this Master Contract. Beginning twelve (12) months after the effective date of this Master Contract and for every annual anniversary thereafter, Contractor may request an annual price adjustment. Requests for price adjustments must be made in writing and be received at least thirty (30) days prior to the adjustment date (the annual anniversary of the effective date of the Master Contract). In the event Contractor fails to timely request a price adjustment, Enterprise Services, at its sole discretion, may allow an untimely adjustment; *Provided*, however, that such adjustment will not be effective for any time prior to Enterprise Services' price adjustment. Price adjustments will be made in accordance with the percentage change in the United States Department of Labor, Bureau of Labor and Statistics (BLS) Produce Price Index (PPI), Commodity Groups;

Item Code PCU336211336211 Motor Vehicle Body Mfg. – Will be applied to all snow plows, eliminating the need for a cost breakdown. (Cat A, Cat B, Cat C, Cat D, Cat E, Cat F, Cat G, Cab Guard, All Hydro. Pkg., All Plow Categories)

Item Code PCU3362113362115A Dump Truck Bodies – Will be applied to all dump truck bodies, eliminating the need for a cost breakdown. (Cat C, Cat D, Cat E)

Issued every December of each contract term, the percentage difference between the PPI issued for December, of the previous year will be used for the based period index for example:

In December 2021 the base period index will be December 2020
In December 2022 the base period index will be December 2021

The PPI issued for each December of each year of adjustment will determine the maximum allowable adjustment of the original contract prices. No retroactive contract price adjustments will be allowed. The economic adjustment shall be calculated as follows:

New Price = Old Price x (Current Period Index/Base Period Index).

Only final PPI data will be used to adjust contract pricing. This Master Contract will use seasonally unadjusted indexes. 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.

3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Master 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 Master 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 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.

OSW EQUIPMENT & REPAIR, LLC
A WASHINGTON LIMITED LIABILITY COMPANY

By: _____
Name: Jay L. DeNoma
Title: President/GM
Date: 07/12_____, 2021

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: _____
Name: Kimberly Kirkland
Title: IT Procurement Supervisor
Date: 7/19_____, 2021

Signed doc02951920210712135124

Final Audit Report 2021-07-13

Created:	2021-07-13
By:	Marquita Price (Marquita.Price@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAygjbxCo6JubAY3nUoWCb-AxMpwZ6OMEp

"Signed doc02951920210712135124" History

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Adobe Sign

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	**MASTER CONTRACT AMENDMENT**	
	Master Contract No.:	01117
OSW Equipment & Repair, LLC 20812 Broadway Ave Snohomish, WA 98296-7300	Amendment No.:	5
	Effective Date:	January 1, 2022

FIFTH AMENDMENT
TO
MASTER CONTRACT NO. 01117
OSW EQUIPMENT & REPAIR, LLC

This Fifth Amendment ("Amendment") to Master Contract No. 01117 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 OSW Equipment & Repair, LLC, a Washington Limited Liability Company ("Contractor") and is dated and effective as of January 1, 2022.

RECITALS

A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods/services to support Washington state agencies. *See* RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these master contracts available, pursuant to agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. *See* RCW 39.26.050(1) & (2).

B. To provide a cost-effective and efficient procurement solution for state agencies and other eligible purchasers, Enterprise Services typically develops multi-year Master Contracts. Such Master Contracts establish pricing and, where appropriate, price adjustments over the term of the Master Contract.

C. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Master Contract No. 01117 for Dump bodies, Snow Plows Various Types, Controls and Services dated effective as of May 1, 2018 ("Master Contract").

D. The Parties previously amended the Master Contract 01117 as follows.

   a. First Amendment dated July 16, 2019 for a 5% price increase. Additionally, items were added to the contract to reflect the specific price and categories listed within Exhibit A, effective date November 1, 2019.

   b. Second Amendment dated March 31, 2020 for term extension for an additional two (2) years effective May 1, 2020 through April 30, 2022. Additionally, item addition per section 3.4 for Pup Trailer in Exhibit A under Category E- Side Dump effective March 31, 2020.

c. Third Amendment dated November 1, 2020 Per contract 01117 Section 3.4 Item Addition, the specifications added to Exhibit A "Specifications Amendment 1" tab under their respective categories are attached in Exhibit A- Items Addition Amendment three.

d. Fourth Amendment dated July 1, 2021 temporary price adjustment Effective July 1, 2021 OSW Equipment & Repair, LLC, is granted a five percent (5%) increase through December 31, 2021. Section 3.3 Economic Adjustment Beginning twelve (12) months after the effective date of this Master Contract and for every annual anniversary thereafter, Contractor may request an annual price adjustment.

E. 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.

F. The amendment set forth herein is within the scope of the Master Contract.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Master 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 January 1, 2022, upon written request by Contractor, Enterprise Services will review, evaluate, 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) Contractor must request such temporary price adjustment in writing and set forth the unexpected costs that are adversely impacting Contractor's specific Master Contract goods/services;
>
> (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) Contractor must propose to Enterprise Services a reasonable, temporary price adjustment that, based on a material input percentage basis (or similar appropriate metric) for the goods/services equitably aligns Master Contract

prices for impacted goods/services with the Master Contract's allocation of risk/return (e.g., Contractor's margin);

(e) Contractor must document to Enterprise Services that Contractor already has implemented equivalent or greater price adjustments for Contractor's goods/services to other non-affiliated customers outside of the Master Contract based on the unexpected costs identified to Enterprise Services;

(f) Contractor, acting in good faith, also must evaluate and, as appropriate, propose temporary price adjustments if costs for Contractor's Master Contract goods/services have unexpectedly decreased;

(g) Enterprise Services, acting in good faith, will have sole discretion to approve the scope, amount, and duration of any temporary price adjustment;

(h) Unless and until a temporary price adjustment is approved in writing by Enterprise Services, Contractor will not adjust Master Contract prices.

Effective January 1, 2022 OSW Equipment & Repair, LLC, is granted a fifteen percent (15%) increase through July 31, 2022.

2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Master 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 Master 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 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.

OSW EQUIPMENT & REPAIR, LLC
A WASHINGTON LIMITED LIABILITY COMPANY

By: _____

Name: Jay L DeNoma

Title: President/GM

Date: 12-6-2021, 2021

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: _____

Name: Kimberly Kirkland

Title: IT Procurement Supervisor

Date: 12/6/, 2021

Amendment 5 signed 120621

Final Audit Report 2021-12-06

Created:	2021-12-06
By:	Marquita Price (Marquita.Price@des.wa.gov)
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Signature Date: 2021-12-06 - 9:15:42 PM GMT - Time Source: server- IP address: 198.238.242.30

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

OSW Equipment & Repair, LLC
20812 Broadway Ave
Snohomish, WA 98296-7300

SIXTH AMENDMENT
TO
CONTRACT NO. 01117
OSW EQUIPMENT & REPAIR, LLC
DUMP BODIES, SNOW PLOWS VARIOUS TYPES, CONTROLS AND SERVICES

This Sixth Amendment ("Amendment") to Contract No. 01117 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 OSW Equipment & Repair, LLC, a Washington Limited Liability Company ("Contractor") and is dated as of March 31, 2022.

RECITALS

A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01117 for Dump bodies, Snow Plows Various Types, Control and Services dated effective as of May 1, 2018 ("Contract").

B. The Parties previously amended the Contract 01117 as follows:

   a. First Amendment dated July 16, 2019 – Price Increase

   b. Second Amendment dated March 31, 2020- Term extension

   c. Third Amendment dated November 1, 2020- Price Adjustment

   d. Fourth Amendment dated July 1, 2021- Price Adjustment

   e. Firth Amendment dated August 19, 2021-Price Adjustment.

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. TERM. Per contract 01117 Section 1 Contract Term, the contract with OSW Equipment & Repair LLC. Is extended for an additional two (2) years affective May 1,2022 through April 30, 2024

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.

OSW EQUIPMENT & REPAIR, LLC,
A WASHINGTON LIMITED LIABILITY COMPANY

By: Jay L. DeNoma
Name: Jay L DeNoma
Title: GM / President
Date: 3-13-2022

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Chad Irwin
Name: Chad Irwin
Title: Procurement Supervisor
Date: _____

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	**CONTRACT AMENDMENT**	
	Contract No.:	01117
OSW Equipment & Repair, LLC 20812 Broadway Ave. Snohomish, WA 98296	Amendment No.:	7
	Effective Date:	5/1/2023

SEVENTH AMENDMENT
TO
STATEWIDE CONTRACT NO. 01117
DUMP BODIES, SNOWPLOWS VARIOUS TYPES, CONTROLS & SERVICES

This Seventh Amendment ("Amendment") to Contract No. 01117 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 OSW Equipment & Repair, LLC, a Washington Limited Liability Company ("Contractor") and is dated as of May 1, 2023.

RECITALS

A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01117 for Dump Bodies, Snowplows Various Types, Controls & Services dated effective as of May 1, 2018 ("Contract").

B. The Parties previously amended the Contract six times:

   a. First Amendment to Contract (dated July 16, 2019) to price increase of 5 % to all offered products;

   b. Second Amendment to Contract (dated March 31, 2020) to extend the term of the Contract for two (2) years effective May 1, 2020 through April 30, 2022 and an item addition of Pup Trailer under Category E-Side Dump effective March 31, 2020;

   c. Third Amendment to Contract (dated November 1, 2020) for item additions;

   d. Fourth Amendment to Contract (dated July 1, 2021) for temporary price adjustment of 5 % effective July 1, 2021 through December 31, 2021; and Section 3.3 Economic Adjustment Beginning twelve (12) months after the effective date of this Mast Contract for every annual anniversary thereafter, Contract may request an annual price adjustment;

   e. Fifth Amendment to Contract (dated January 1, 2022) for temporary price adjustment of 15 % effective January 1, 2022 through July 31, 2022.

   f. Sixth Amendment to Contract (dated March 31, 2022) to extend the term of the Contract for an additional two (2) years effective May 1, 2022 through April 30, 2024.

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. SECTION 3.3 is replaced with the following, to align adjustments to annual anniversary of the contract in *May*, and correct the categories for each respective item code:

   a. SECTION 3.3 ECONOMIC ADJUSTMENT. The Contract Prices set forth herein are firm and fixed for one year from the effective date of this Contract. Beginning twelve (12) months after the effective date of this Contract and for every annual anniversary thereafter, Contractor may request an annual price adjustment. Requests for price adjustments must be made in writing and be received at least thirty (30) days prior to the adjustment date (the annual anniversary of the effective date of the Contract). In the event Contractor fails to timely request a price adjustment, Enterprise Services, at its sole discretion, may allow an untimely adjustment; *Provided*, however, that such adjustment will not be effective for any time prior to Enterprise Services' price adjustment. Price adjustments will be made in accordance with the percentage change in the United States Department of Labor, Bureau of Labor and Statistics (BLS) Produce Price Index (PPI), Commodity Groups;

      Item Code PCU336211336211 Motor Vehicle Body Mfg. – Will be applied to all snow plows, eliminating the need for a cost breakdown. (Cat A, Cat B, Cat F, Cat G, Cab Guard, All Hydro. Pkg., All Plow Categories)
      Item Code PCU3362113362115A Dump Truck Bodies – Will be applied to all dump truck bodies, eliminating the need for a cost breakdown. (Cat C, Cat D, Cat E)

      Issued every *May* of each contract term, the percentage difference between the PPI issued for *May*, of the previous year will be used for the based period index for example:

      In *May* 2023 the base period index will be *May* 2022
      In *May* 2024 the base period index will be *May* 2023

      The PPI issued for each *May* of each year of adjustment will determine the maximum allowable adjustment of the original contract prices. No retroactive contract price adjustments will be allowed. The economic adjustment shall be calculated as follows:

      New Price = Old Price x (Current Period Index/Base Period Index).

      Only final PPI data will be used to adjust contract pricing. This Contract will use seasonally unadjusted indexes. 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.

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.

OSW EQUIPMENT & REPAIR, LLC
A WASHINGTON LIMITED LIABILITY COMPANY

By: _____

Name: Darrin Child

Title: President & General Manager

Date: 3/22/2023

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Kelli Carmony

Name: Kelli Carmony

Title: Contracts and Procurement Supervisor

Date: March 22, 23

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411
OSW Equipment & Repair, LLC 20812 Broadway Ave. Snohomish, WA 98296

CONTRACT AMENDMENT	
Contract No.	01117
Amendment No.	8
Effective Date	6/1/2023

EIGHTH AMENDMENT
TO
STATEWIDE CONTRACT NO. 01117
DUMP BODIES, SNOWPLOWS VARIOUS TYPES, CONTROLS & SERVICES

This Eighth Amendment ("Amendment") to Contract No. 01117 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 OSW Equipment & Repair, LLC, a Washington Limited Liability Company ("Contractor") and is dated as of June 1, 2023.

RECITALS

A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01117 for Dump Bodies, Snowplows Various Types, Controls & Services dated effective as of May 1, 2018 ("Contract").
B. The Parties previously amended the Contract seven times:
    a. First Amendment to Contract (dated July 16, 2019) to price increase of 5 % to all offered products;
    b. Second Amendment to Contract (dated March 31, 2020) to extend the term of the Contract for two (2) years effective May 1, 2020 through April 30, 2022 and an item addition of Pup Trailer under Category E-Side Dump effective March 31, 2020;
    c. Third Amendment to Contract (dated November 1, 2020) for item additions;
    d. Fourth Amendment to Contract (dated July 1, 2021) for temporary price adjustment of 5% effective July 1, 2021 through December 31, 2021; and Section 3.3 Economic Adjustment Beginning twelve (12) months after the effective date of this Mast Contract for every annual anniversary thereafter, Contract may request an annual price adjustment;
    e. Fifth Amendment to Contract (dated January 1, 2022) for temporary price adjustment of 15 % effective January 1, 2022 through July 31, 2022.
    f. Sixth Amendment to Contract (dated March 31, 2022) to extend the term of the Contract for an additional two (2) years effective May 1, 2022 through April 30, 2024.
    g. Seventh Amendment to Contract (dated May 1, 2023) to align adjustments to annual anniversary of the contract in *May*, and correct the categories for each respective item code.
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. SECTION 3.3 is replaced with the following, to change PPI calculations to year over year average and utilize index values that are preliminary at the time DES calculates the adjustment:

    a. SECTION 3.3 ECONOMIC ADJUSTMENT. The Contract Prices set forth herein are firm and fixed for one year from the effective date of this Contract. Beginning twelve (12) months after the effective date of this Contract and for every annual anniversary thereafter, Contractor may request an annual price adjustment. Requests for price adjustments must be made in writing and be received at least thirty (30) days prior to the adjustment date (the annual anniversary of the effective date of the Contract). In the event Contractor fails to timely request a price adjustment, Enterprise Services, at its sole discretion, may allow an untimely adjustment; *Provided*, however, that such adjustment will not be effective for any time prior to Enterprise Services' price adjustment. Price adjustments will be made in accordance with the percentage change in the United States Department of Labor, Bureau of Labor and Statistics (BLS) Produce Price Index (PPI), Commodity Groups;

        Item Code PCU336211336211 Motor Vehicle Body Mfg. – Will be applied to all snow plows, eliminating the need for a cost breakdown. (Cat A, Cat B, Cat F, Cat G, Cab Guard, All Hydro. Pkg., All Plow Categories)
        Item Code PCU3362113362115A Dump Truck Bodies – Will be applied to all dump truck bodies, eliminating the need for a cost breakdown. (Cat C, Cat D, Cat E)

    The most recent twelve months of index data will be averaged to create the "Current Period Index". This will be compared against the average of the twelve months of index data prior to the current period index referred to as the "Base Period Index". Prices shall be adjusted whether up or down based on the percentage change from the base period index to the current period index.

    This Contract will use seasonally unadjusted indexes. 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.

2. ECONOMIC ADJUSTMENT. As per the requirements for Section 3.3, an economic adjustment of 15.03% for Item Code PCU336211336211 Motor Vehicle Body Mfg. and an economic adjustment of 12.77% for Item Code PCU3362113362115A Dump Truck Bodies is granted for all corresponding items in the catalog as attached in Exhibit A of this contract.

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

    TEMPORARY PRICE ADJUSTMENT. Notwithstanding any provision to the contrary, beginning June 1, 2023, upon written request by Contractor, Enterprise Services will review, evaluate, and, as appropriate in its sole determination, approve temporary price

adjustments pertaining to Contract goods/services impacted by unexpected costs that are beyond the Contract's applicable price adjustment procedures, if any; *Provided*, however, that:

(a) Contractor must request such temporary price adjustment in writing and set forth the unexpected costs that are adversely impacting Contractor's specific Contract goods/services;

(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 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 Contract;

(d) Contractor must propose to Enterprise Services a reasonable, temporary price adjustment that, based on a material input percentage basis (or similar appropriate metric) for the goods/services equitably aligns Contract prices for impacted goods/services with the Contract's allocation of risk/return (e.g., Contractor's margin);

(e) Contractor must document to Enterprise Services that Contractor already has implemented equivalent or greater price adjustments for Contractor's goods/services to other non-affiliated customers outside of the Contract based on the unexpected costs identified to Enterprise Services;

(f) Contractor, acting in good faith, also must evaluate and, as appropriate, propose temporary price adjustments if costs for Contractor's Contract goods/services have unexpectedly decreased;

(g) Enterprise Services, acting in good faith, will have sole discretion to approve the scope, amount, and duration of any temporary price adjustment;

(h) 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

(i) Unless and until a temporary price adjustment is approved in writing by Enterprise Services, Contractor will not adjust Contract prices.

(j) A temporary price increase of 20.23% for Item Code PCU33621133621 15A Dump Truck Bodies, 17.97% for Item Code PCU336211336211 Motor Vehicle Body Mfg. and 33% all options of equipment is approved. This increase is effective until November 30, 2023 and is attached in Exhibit A of this amendment.

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.

OSW EQUIPMENT & REPAIR, LLC
A WASHINGTON LIMITED LIABILITY COMPANY

By: Darrin Child
Name: Darrin Child
Title: President, General Mgr.
Date: 5/31/2023

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Kelli Carmony
Name: Kelli Carmony
Title: Contracts and Procurement Supervisor
Date: 6/6/2023

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	**CONTRACT AMENDMENT**	
	Contract No.:	01117
OSW Equipment & Repair, LLC 20812 Broadway Ave. Snohomish, WA 98296	Amendment No.:	09
	Effective Date:	2/15/2024

NINTH AMENDMENT

TO

CONTRACT NO. 01117

DUMP BODIES, SNOWPLOWS VARIOUS TYPES, CONTROLS & SERVICES

This Ninth Amendment ("Amendment") to Contract No. 01117 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 OSW Equipment & Repair, LLC, a Washington Limited Liability Company ("Contractor") and is dated as of February 15, 2024.

RECITALS

A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 01117 for Dump Bodies, Snowplows Various Types, Controls & Services dated effective as of May 1, 2018 ("Contract").

B. The Parties previously amended the Contract as follows:

   a. By instrument titled First Amendment to Contract (dated July 16, 2019) to price increase of 5% to all offered products; and

   b. By instrument titled Second Amendment to Contract (dated March 31, 2020) to extend the term of the Contract for two (2) years ending April 30, 2022 and an item addition of Pup Trailer under Category E-Side Dump effective March 31, 2020; and

   c. By instrument titled Third Amendment to Contract (dated November 1, 2020) for item additions; and

   d. By instrument titled Fourth Amendment to Contract (dated July 1, 2021) for temporary price adjustment of 5% effective July 1, 2021 through December 31, 2021; and Section 3.3 Economic Adjustment Beginning twelve (12) months after the effective date of this Mast. Contract for every annual anniversary thereafter, Contract may request an annual price adjustment; and

   e. By instrument titled Fifth Amendment to Contract (dated January 1, 2022) for temporary price adjustment of 15% effective January 1, 2022 through July 31, 2022; and

f. By instrument titled Sixth Amendment to Contract (dated March 31, 2022) to extend the term of the Contract for an additional two (2) years effective May 1, 2022 through April 30, 2024.

g. By instrument titled Seventh Amendment to Contract (dated May 1, 2023) to align adjustments to annual anniversary of the contract in *May*, and correct the categories for each respective item code; and

h. By instrument titled Eighth Amendment to Contract (dated June 1, 2023) to align economic adjustments to an annual reoccurring basis, correct the categories for each respective item code, and provide a temporary price adjustment.

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. TERM. The Contract term is amended to extend the term twenty-four (24) months, ending April 30, 2026.

2. NONDISCRIMINATION. The following provision is added as a new subsection at the end of Section 19 of the Contract (General Provisions):

19. NONDISCRIMINATION.

(a) Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

(b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

(c) Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and

Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

(d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

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.

OSW EQUIPMENT & REPAIR, LLC,
A WASHINGTON LIMITED LIABILITY COMPANY

By: _____

Name: Darrin Child

Title: President, General Manager

Date: 2/15/2024

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Kelli Carmony

Name: Kelli Carmony

Title: Contracts and Procurement Supervisor

Date: 2/15/24

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	**CONTRACT AMENDMENT**	
	Contract No.:	01117
OSW Equipment & Repair, LLC 20812 Broadway Ave. Snohomish, WA 98296	Amendment No.:	10
	Effective Date:	6.1.2024

TENTH AMENDMENT

TO

CONTRACT NO. 01117

DUMP BODIES, SNOWPLOWS VARIOUS TYPES, CONTROLS & SERVICES

This Tenth Amendment ("Amendment") to Contract No. 01117 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 OSW Equipment & Repair, LLC, a Washington Limited Liability Company ("Contractor") and is dated as of June 1, 2024.

R E C I T A L S

A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 01117 for Dump Bodies, Snowplows Various Types, Controls & Services dated effective as of May 1, 2018 ("Contract").

B. The Parties previously amended the Contract as follows:

   a. By instrument titled First Amendment to Contract (dated July 16, 2019) to price increase of 5% to all offered products; and

   b. By instrument titled Second Amendment to Contract (dated March 31, 2020) to extend the term of the Contract for two (2) years ending April 30, 2022 and an item addition of Pup Trailer under Category E-Side Dump effective March 31, 2020; and

   c. By instrument titled Third Amendment to Contract (dated November 1, 2020) for item additions; and

   d. By instrument titled Fourth Amendment to Contract (dated July 1, 2021) for temporary price adjustment of 5% effective July 1, 2021 through December 31, 2021; and Section 3.3 Economic Adjustment Beginning twelve (12) months after the effective date of this Mast. Contract for every annual anniversary thereafter, Contract may request an annual price adjustment; and

   e. By instrument titled Fifth Amendment to Contract (dated January 1, 2022) for temporary price adjustment of 15% effective January 1, 2022 through July 31, 2022; and

f. By instrument titled Sixth Amendment to Contract (dated March 31, 2022) to extend the term of the Contract for an additional two (2) years effective May 1, 2022, through April 30, 2024; and

g. By instrument titled Seventh Amendment to Contract (dated May 1, 2023) to align adjustments to annual anniversary of the contract in *May*, and correct the categories for each respective item code; and

h. By instrument titled Eighth Amendment to Contract (dated June 1, 2023) to align economic adjustments to an annual recurring basis, correct the categories for each respective item code, and provide a temporary price adjustment; and

i. By instrument titled Ninth Amendment to Contract (dated February 15, 2024) to extend the term of the Contract for an additional two (2) years effective May 1, 2024, through April 30, 2026.

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.

A G R E E M E N T

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 Contract is amended to add the following provision:

> TEMPORARY PRICE ADJUSTMENT. Notwithstanding any provision to the contrary, beginning June 1, 2024, upon written request by Contractor, Enterprise Services will review, evaluate, and, as appropriate in its sole determination, approve temporary price adjustments pertaining to Contract goods/services impacted by unexpected costs that are beyond the Contract's applicable price adjustment procedures, if any; *Provided*, however, that:
>
> (a) Contractor must request such temporary price adjustment in writing and set forth the unexpected costs that are adversely impacting Contractor's specific Contract goods/services;
>
> (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 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 Contract;
>
> (d) Contractor must propose to Enterprise Services a reasonable, temporary price adjustment that, based on a material input percentage basis (or similar appropriate metric) for the goods/services equitably aligns Contract prices for impacted goods/services with the Contract's allocation of risk/return (e.g., Contractor's margin);

(e) Contractor must document to Enterprise Services that Contractor already has implemented equivalent or greater price adjustments for Contractor's goods/services to other non-affiliated customers outside of the Contract based on the unexpected costs identified to Enterprise Services;

(f) Contractor, acting in good faith, also must evaluate and, as appropriate, propose temporary price adjustments if costs for Contractor's Contract goods/services have unexpectedly decreased;

(g) Enterprise Services, acting in good faith, will have sole discretion to approve the scope, amount, and duration of any temporary price adjustment;

(h) 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

(i) Unless and until a temporary price adjustment is approved in writing by Enterprise Services, Contractor will not adjust Contract prices.

(j) A temporary price increase of 20.23% for Item Code PCU3362113362115A Dump Truck Bodies, 17.97% for Item Code PCU336211336211 Motor Vehicle Body Mfg. and 33% all options of equipment is approved. This increase is effective until November 30, 2024, and is attached in Exhibit A of this amendment.

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.

OSW EQUIPMENT & REPAIR, LLC
A WASHINGTON LIMITED LIABILITY COMPANY

By: DJ Child

Name: Darrin Child

Title: President/GM

Date: 6/1/2024

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Michellee M. Jemmott

Name: Michellee Jemmott

Title: Contracts and Procurement Supervisor

Date: 06-07-2024

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	**CONTRACT AMENDMENT**	
	Contract No.:	01117
OSW Equipment & Repair, LLC 20812 Broadway Ave. Snohomish, WA 98296	Amendment No.:	11
	Effective Date:	October 1, 2024

ELEVENTH AMENDMENT

TO

CONTRACT NO. 01117

DUMP BODIES, SNOWPLOWS VARIOUS TYPES, CONTROLS & SERVICES

This Eleventh Amendment ("Amendment") to Contract No. 01117 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 OSW Equipment & Repair, LLC, a Washington Limited Liability Company ("Contractor") and is dated as of October 1, 2024.

R E C I T A L S

A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 00816 dated effective as of January 9, 2017 "Contract").

B. The Parties previously amended the Contract as follows:

(1) By instrument titled First Amendment to Contract (dated July 16, 2019) to price increase of 5% to all offered products; and

(2) By instrument titled Second Amendment to Contract (dated March 31, 2020) to extend the term of the Contract for two (2) years ending April 30, 2022 and an item addition of Pup Trailer under Category E-Side Dump effective March 31, 2020; and

(3) By instrument titled Third Amendment to Contract (dated November 1, 2020) for item additions; and

(4) By instrument titled Fourth Amendment to Contract (dated July 1, 2021) for temporary price adjustment of 5% effective July 1, 2021 through December 31, 2021; and Section 3.3 Economic Adjustment Beginning twelve (12) months after the effective date of this Mast. Contract for every annual anniversary thereafter, Contract may request an annual price adjustment; and

(5) By instrument titled Fifth Amendment to Contract (dated January 1, 2022) for temporary price adjustment of 15% effective January 1, 2022 through July 31, 2022; and

(6) By instrument titled Sixth Amendment to Contract (dated March 31, 2022) to extend the term of the Contract for an additional two (2) years effective May 1, 2022, through April 30, 2024; and

(7) By instrument titled Seventh Amendment to Contract (dated May 1, 2023) to align adjustments to annual anniversary of the contract in *May*, and correct the categories for each respective item code; and

(8) By instrument titled Eighth Amendment to Contract (dated June 1, 2023) to align economic adjustments to an annual recurring basis, correct the categories for each respective item code, and provide a temporary price adjustment; and

(9) By instrument titled Ninth Amendment to Contract (dated February 15, 2024) to extend the term of the Contract for an additional two (2) years effective May 1, 2024, through April 30, 2026, and add Nondiscrimination section.

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. PAY EQUALITY. The following provision is added to the end of section 14 (General Provisions) as a new subsection:

   14.24 WASHINGTON STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS. Contractor represents and warrants that, among Contractor's employees, 'similarly employed' individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for Contractor's workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.

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.

OSW EQUIPMENT & REPAIR, LLC
A WASHINGTON LIMITED LIABILITY COMPANY

By: _____
Name: Darrin Child
Title: President/GM
Date: 10/7/2024

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Michellee M. Jemmott
Name: Michellee Jemmott
Title: Procurement Supervisor
Date: 10/07/2024

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	**CONTRACT AMENDMENT**	
	Contract No.:	01117
OSW Equipment & Repair, LLC 20812 Broadway Ave. Snohomish, WA 98296	Amendment No.:	12
	Effective Date:	March 1, 2025

TWELFTH AMENDMENT

TO

CONTRACT NO. 01117

DUMP BODIES, SNOW PLOWS VARIOUS TYPES, CONTROLS & SERVICES

This Twelfth Amendment ("Amendment") to Contract No. 01117 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 OSW Equipment & Repair, LLC, a Washington Limited Liability Company ("Contractor") and is dated as of March 1, 2025.

R E C I T A L S

A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 01117 dated effective as of January 9, 2017 ("Contract").

B. The Parties previously amended the Contract as follows:

(1) By instrument titled First Amendment to Contract (dated July 16, 2019) to add price increase of 5% to all offered products; and

(2) By instrument titled Second Amendment to Contract (dated March 31, 2020) to extend the term of the Contract for two (2) years ending April 30, 2022 and an item addition of Pup Trailer under Category E-Side Dump effective March 31, 2020; and

(3) By instrument titled Third Amendment to Contract (dated November 1, 2020) for item additions; and

(4) By instrument titled Fourth Amendment to Contract (dated July 1, 2021) for temporary price adjustment of 5% effective July 1, 2021 through December 31, 2021; and Section 3.3 Economic Adjustment Beginning twelve (12) months after the effective date of this Mast. Contract for every annual anniversary thereafter, Contract may request an annual price adjustment; and

(5) By instrument titled Fifth Amendment to Contract (dated January 1, 2022) for temporary price adjustment of 15% effective January 1, 2022 through July 31, 2022; and

(6) By instrument titled Sixth Amendment to Contract (dated March 31, 2022) to extend the term of the Contract for an additional two (2) years effective May 1, 2022, through April 30, 2024; and

(7) By instrument titled Seventh Amendment to Contract (dated May 1, 2023) to align adjustments to annual anniversary of the contract in *May*, and correct the categories for each respective item code; and

(8) By instrument titled Eighth Amendment to Contract (dated June 1, 2023) to align economic adjustments to an annual recurring basis, correct the categories for each respective item code, and provide a temporary price adjustment; and

(9) By instrument titled Ninth Amendment to Contract (dated February 15, 2024) to extend the term of the Contract for an additional two (2) years effective May 1, 2024, through April 30, 2026, and add Nondiscrimination section.

(10) By instrument titled Tenth Amendment to Contract (dated June 1, 2024) to grant a temporary prince increase effective to November 30, 2024; and

(11) By instrument titled Eleventh Amendment to Contract (dated October 1, 2024) to add section Pay Equality to section 14 (General Provisions).

C. The Parties now desire to amend the Contract to update economic price adjustment.

D. The amendment set forth herein is within the scope of the Contract.

A G R E E M E N T

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. ECONOMIC PRICE ADJUSTMENT. Pursuant to section 3.3 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** (March 1, 2025). These prices include the agreed economic adjustment from Bureau of Labor and Statistics (BLS) index/indices: 1.66% PPI series PCU3362113362115A Dump Truck Bodies; 4.10% PPI series PCU336211336211 Motor Vehicle Body Mfg; and additional increase agreed upon by Enterprises Services and the Contractor of 31.34% for Item Code PCU3362113362115A Dump Truck Bodies, 28.90% for Item Code PCU336211336211 Motor Vehicle Body Mfg. and 33% all options of equipment is approved. This increase is effective until February 28, 2026 and is attached in Exhibit A of this amendment.

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.

OSW EQUIPMENT & REPAIR, LLC **A WASHINGTON LIMITED LIABILITY COMPANY**	**STATE OF WASHINGTON** **DEPARTMENT OF ENTERPRISE SERVICES**
By: DJ Child DJ Child (Feb 27, 2025 14:56 PST)	By: Michellee M. Jemmott
Name: Darrin Child	Name: Michellee Jemmott
Title: President/GM	Title: Procurement Supervisor
Date: Feb 27, 2025	Date: Feb 27, 2025

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	Contract No.:	01117
OSW Equipment & Repair, LLC 20812 Broadway Ave. Snohomish, WA 98296	Amendment No.:	13
	Effective Date:	2/25/2026

THIRTEENTH AMENDMENT

TO

CONTRACT NO. 01117

DUMP BODIES, SNOW PLOWS VARIOUS TYPES, CONTROLS AND SERVICES

This Thirteenth Amendment ("Amendment") to Contract No. 01117 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 OSW Equipment & Repair, LLC, a Washington Limited Liability Company ("Contractor") and is dated as of February 25, 2026.

R E C I T A L S

A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 01117 dated effective as of January 9, 2017 ("Contract").

B. The Parties previously amended the Contract as follows:

(1) By instrument titled First Amendment to Contract (dated July 16, 2019) to add price increase of 5% to all offered products; and

(2) By instrument titled Second Amendment to Contract (dated March 31, 2020) to extend the term of the Contract for two (2) years ending April 30, 2022 and an item addition of Pup Trailer under Category E-Side Dump effective March 31, 2020; and

(3) By instrument titled Third Amendment to Contract (dated November 1, 2020) for item additions; and

(4) By instrument titled Fourth Amendment to Contract (dated July 1, 2021) for temporary price adjustment of 5% effective July 1, 2021 through December 31, 2021; and Section 3.3 Economic Adjustment Beginning twelve (12) months after the effective date of this Mast. Contract for every annual anniversary thereafter, Contract may request an annual price adjustment; and

(5) By instrument titled Fifth Amendment to Contract (dated January 1, 2022) for temporary price adjustment of 15% effective January 1, 2022 through July 31, 2022; and

(6) By instrument titled Sixth Amendment to Contract (dated March 31, 2022) to extend the term of the Contract for an additional two (2) years effective May 1, 2022, through April 30, 2024; and

(7) By instrument titled Seventh Amendment to Contract (dated May 1, 2023) to align adjustments to annual anniversary of the contract in *May*, and correct the categories for each respective item code; and

(8) By instrument titled Eighth Amendment to Contract (dated June 1, 2023) to align economic adjustments to an annual recurring basis, correct the categories for each respective item code, and provide a temporary price adjustment; and

(9) By instrument titled Ninth Amendment to Contract (dated February 15, 2024) to extend the term of the Contract for an additional two (2) years effective May 1, 2024, through April 30, 2026, and add Nondiscrimination section; and

(10) By instrument titled Tenth Amendment to Contract (dated June 1, 2024) to grant a temporary price increase effective to November 30, 2024; and

(11) By instrument titled Eleventh Amendment to Contract (dated October 1, 2024) to add section Pay Equality to section 14 (General Provisions); and

(12) By instrument titled Twelfth Amendment to Contract (dated March 1, 2025) provide an economic price adjustment.

C. The Parties now desire to amend the Contract to extend the term of the contract.

D. The amendment set forth herein is within the scope of the Contract.

A G R E E M E N T

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. TERM. The term of the Contract is amended to extend the term twenty-four (24) months, ending May 1, 2028.

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.

OSW EQUIPMENT & REPAIR, LLC,
A WASHINGTON LIMITED LIABILITY COMPANY

By: Archie England
Archie England (Feb 25, 2026 13:31:58 PST)

Name: Archie England

Title: President/GM

Date: Feb 25, 2026

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: _____

Name: Terrance Bond

Title: Procurement Supervisor

Date: Feb 25, 2026

01117.amend13.OSW.inprogress

Final Audit Report 2026-02-25

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State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	Contract No.:	01117
OSW Equipment & Repair, LLC 20812 Broadway Ave. Snohomish, WA 98296	Amendment No.:	14
	Effective Date:	6/1/2026

FOURTEENTH AMENDMENT

TO

CONTRACT NO. 01117

DUMP BODIES, SNOW PLOWS VARIOUS TYPES, CONTROLS & SERVICES

This Fourteenth Amendment ("Amendment") to Contract No. 01117 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 OSW Equipment & Repair, LLC, a Washington Limited Liability ("Contractor") and is dated as of June 1, 2026.

R E C I T A L S

A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 01117 dated effective as of January 9, 2017 ("Contract").

B. The Parties previously amended the Contract as follows:

(1) By instrument titled First Amendment to Contract (dated July 16, 2019) to add price increase of 5% to all offered products; and

(2) By instrument titled Second Amendment to Contract (dated March 31, 2020) to extend the term of the Contract for two (2) years ending April 30, 2022 and an item addition of Pup Trailer under Category E-Side Dump effective March 31, 2020; and

(3) By instrument titled Third Amendment to Contract (dated November 1, 2020) for item additions; and

(4) By instrument titled Fourth Amendment to Contract (dated July 1, 2021) for temporary price adjustment of 5% effective July 1, 2021 through December 31, 2021; and Section 3.3 Economic Adjustment Beginning twelve (12) months after the effective date of this Mast. Contract for every annual anniversary thereafter, Contract may request an annual price adjustment; and

(5) By instrument titled Fifth Amendment to Contract (dated January 1, 2022) for temporary price adjustment of 15% effective January 1, 2022 through July 31, 2022; and

(6) By instrument titled Sixth Amendment to Contract (dated March 31, 2022) to extend the term of the Contract for an additional two (2) years effective May 1, 2022, through April 30, 2024; and

(7) By instrument titled Seventh Amendment to Contract (dated May 1, 2023) to align adjustments to annual anniversary of the contract in *May*, and correct the categories for each respective item code; and

(8) By instrument titled Eighth Amendment to Contract (dated June 1, 2023) to align economic adjustments to an annual recurring basis, correct the categories for each respective item code, and provide a temporary price adjustment; and

(9) By instrument titled Ninth Amendment to Contract (dated February 15, 2024) to extend the term of the Contract for an additional two (2) years effective May 1, 2024, through April 30, 2026, and add Nondiscrimination section; and

(10) By instrument titled Tenth Amendment to Contract (dated June 1, 2024) to grant a temporary price increase effective to November 30, 2024; and

(11) By instrument titled Eleventh Amendment to Contract (dated October 1, 2024) to add section Pay Equality to section 14 (General Provisions); and

(12) By instrument titled Twelfth Amendment to Contract (dated March 1, 2025) provide an economic price adjustment; and

(13) By instrument titled Thirteenth Amendment to Contract (dated February 25, 2026) to extend the term of the contract.

C. The Parties now desire to amend the Contract to update economic price adjustment.

D. The amendment set forth herein is within the scope of the Contract.

A G R E E M E N T

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. ECONOMIC PRICE ADJUSTMENT. Pursuant to section 3.3 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** (June 1, 2026). These prices include the agreed economic adjustment from Bureau of Labor and Statistics (BLS) index/indices: 7.9% PPI series PCU3362113362115A Dump Truck Bodies; 3.6% PPI series PCU336211336211 Motor Vehicle Body Mfg; and additional increase agreed upon by Enterprises Services and the Contractor of 30.1% for Item Code PCU3362113362115A Dump Truck Bodies, 34.4% for Item Code PCU336211336211 Motor Vehicle Body Mfg. and 38% all options of equipment is approved. This increase is effective until May 31, 2027 and is attached in Exhibit A of this amendment.
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.

OSW EQUIPMENT & REPAIR, LLC,
A WASHINGTON LIMITED LIABILITY COMPANY

By: Archie England
Archie England (May 19, 2026 16:37:03 PDT)

Name: Archie England

Title: President/GM

Date: May 19, 2026

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: _____

Name: Terrance Bond

Title: Procurement Supervisor

Date: May 20, 2026

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Final Audit Report 2026-05-20

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