

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

Lindsay Transportation Solutions Sales &
Services, LLC
2222 North 111th Street
Omaha, NE 68164

**FIRST AMENDMENT
TO
CONTRACT No. 02417
IMPACT ATTENUATORS**

This First Amendment (“Amendment”) to Contract No. 02417 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 Lindsay Transportation Solutions Sales & Services LLC, a Delaware Limited Liability Company (“Contractor”) and is dated effective as of August 1, 2020.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 02417 for Impact Attenuators dated effective as of August 1, 2017 (“Contract”).
- B. The Parties have not previously amended the Contract.
- 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 Contract for an additional thirty-six (36) months from August 1, 2020, to July 31, 2023.
- 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.

**LINDSAY TRANSPORTATION SOLUTIONS SALES LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: *Larry Savage*

By: *Leslie Edwards*

Name: Larry Savage

Name: Leslie Edwards

Title: Western Regional Sales Manager

Title: Contracting Specialist

Date: June 9, 2020

Date: 6/11/2020

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**SECOND AMENDMENT
TO
CONTRACT No. 02417
IMPACT ATTENUATORS**

This Second Amendment (“Amendment”) to Contract No. 02417 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 Lindsay Transportation Solutions Sales & Services LLC, a Delaware Limited Liability Company (“Contractor”) and is dated and effective as of July 1, 2022.

RECITALS

1. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 02417 for Impact Attenuators dated effective as of August 1, 2017 (“Contract”).
2. The Parties previously amended the Contract as follows:
 - a. Amendment 1, effective August 1, 2020 (Term Extension)
3. The amendment set forth herein is within the scope of the Contract.
4. 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:

5. **PRICES FOR GOODS.** Exhibit B - Prices for Goods is hereby amended by deleting the existing Exhibit in its entirety and inserting the attached Exhibit A – Prices for Goods (dated 7/1/22), as Exhibit B of the Contract instead.
6. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
7. **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.

8. **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.
9. **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.
10. **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.

**LINDSAY TRANSPORTATION SOLUTIONS SALES LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: *Larry Savage*
Name: Larry Savage
Title: Western Regional Sales Manager
Date: June 17, 2022

By: *Alex Kenesson*
Name: Alex Kenesson
Title: Contract Procurement Supervisor
Date: June 17, 2022

**Exhibit A- Prices for Goods
(7/1/2022)**

Item	Manufacturer	Description	UOM	Unit Price
1	Barrier Systems	ABSORB 350	EA	\$10,505.00
2	Barrier Systems	Universal TAU II 50 KPH	EA	\$10,917.50
3	Barrier Systems	Universal TAU II 60 KPH	EA	\$13,310.00
4	Barrier Systems	Universal TAU II 70 KPH	EA	\$15,961.00
5	Barrier Systems	Universal TAU II 80 KPH	EA	\$18,667.00
6	Barrier Systems	Universal TAU II 90 KPH	EA	\$23,320.00
7	Barrier Systems	Universal TAU II 100 KPH	EA	\$24,310.00
8	Barrier Systems	Universal TAU II 110 KPH	EA	\$9,075.00
9	Barrier Systems	U-MAD Trailer Mounted Attenuator	EA	\$17,050.00
10	Barrier Systems	U-MAD 100K	EA	\$15,246.00
11	Barrier Systems	Repair Parts and Accessories discount off list price	EA	15% off MSRP/List
12	Lindsay Transportation Systems	Universal TAU-II-R	EA	\$43,615.00
13	Lindsay Transportation Systems	X - TENUator	EA	\$14,344.00
14	Lindsay Transportation Systems	Repair Parts and Accessories discount off list price	EA	15% off MSRP/List