

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	20322
Street Smart Rentals, LLC 6811 137 th Ave NE Columbus, MN 55025	Amendment No.:	3
	Effective Date:	October 1, 2025

**THIRD AMENDMENT
TO
CONTRACT No. 20322
IMPACT ATTENUATORS**

This Third Amendment (“Amendment”) to Contract No. 20322 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 Street Smart Rentals, LLC, a Delaware Limited Liability Company (“Contractor”) and is dated as of October 1, 2025.

RECITALS

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 20322 dated effective as of August 11, 2023 (“Contract”).
- B. The Parties previously amended the Contract as follows:
 - (1) By Instrument titled First Amendment to Contract (Dated November 30, 2024) to add language of ‘pay equality provision’ and ‘nondiscrimination provision’ required by the Washington State Legislature;
 - (2) Term Extension (Dated July 1, 2025)
- C. The Parties now desire to amend the Contract to delete the existing *Exhibit B – Prices for Goods* and replace it with *Exhibit B – Prices for Goods (October 1, 2025)*.
- D. 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. **EXHIBIT B - PRICES FOR GOODS.** *Exhibit B – Prices for Goods* of the Contract is hereby amended by deleting the existing *Exhibit B - Prices for Goods (August 11, 2023)* in its entirety and inserting *Exhibit B – Prices for Goods (October 1, 2025)*.
- 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.

STREET SMART RENTALS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

By: Ryan Kilpatrick

Name: Ryan Kilpatrick

Title: Government Sales Manager

Date: 09/25/2025

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Jaime Bacon

Name: Jaime Bacon

Title: Enterprise Contracts and Procurement
Specialist 3

Date: 9/25/2025

**CATEGORY 3:
TRUCK/TRAILER
MOUNTED
ATTENUATORS**

IMPACT ATTENUATOR SYSTEM NAME:	Product No.	Manufacturer	Price
Scorpion II METRO – Truck Mounted	10000-TL2M-HP-12FB/10000-TL2M-LP-12FB	TrafFix	\$27,732.77
Scorpion II – Trailer Mounted	100BE-0A1A1AA1372	TrafFix	\$23,778.58
Scorpion II _ Truck Mounted	10000-TL3M-12C	TrafFix	\$24,847.28
Blade – Truck Mounted	Blade-TMA TL-3	Verdegro	\$27,625.90

PARTS & ACCESSORIES

NOTE: For Repair/Accessories (ex. Transition parts for Attenuators) Parts Only: May charge for freight as separate line item on invoice and must include the bill they received to support the charge.

IMPACT ATTENUATOR SYSTEM NAME:	Product No.	Manufacturer	MSRP Discount
Hydraulic Vertical Lift (TMA Only)	10390	Traffix	0.00%
Traffix 11160A Fast-Trak Vertical AB Hydraulic Lift Frame	11160A	Traffix	0.00%
Traffix 11088 12' Extender Frame	11088	Traffix	0.00%
Traffix 11087 24' Extender Frame	11087	Traffix	0.00%
Traffix 11027 2 Button In Cab Controller w/30 ft cable	11027	Traffix	0.00%
Traffix 11154 Dump Truck Side Support Upgrade	Traffix 11154 Dump Truck Side Support Upgrade	Traffix	0.00%
Traffix 11130 Flat Bed Side Support	Traffix 11130 Flat Bed Side Support	Traffix	0.00%
Traffix 10390 Hydraulic Vertical Lift (TMA Only)	Traffix 10390 Hydraulic Vertical Lift (TMA Only)	Traffix	0.00%
Traffix 11160A Fast-Trak Vertical AB Hydraulic Lift Frame	Traffix 11160A Fast-Trak Vertical AB Hydraulic Lift Frame	Traffix	0.00%
Traffix 11088 12' Extender Frame	Traffix 11088 12' Extender Frame	Traffix	0.00%

Traffix 11087 24' Extender Frame	Traffix 11087 24' Extender Frame	Traffix	0.00%
Traffix 10511A-8FT Wire Harness for PBA to Truck (8 ft)	Traffix 10511A-8FT Wire Harness for PBA to Truck (8 ft)	Traffix	0.00%
Traffix 10928-8FT 8' Side Battery Cable	Traffix 10928-8FT 8' Side Battery Cable	Traffix	0.00%
Traffix 10929 Quick Release Kit T-Pin	Traffix 10929 Quick Release Kit T-Pin	Traffix	0.00%
Traffix P0 30" Fast Trak & A/B Lift Tubes (Truck-Side Mounting Plate)	Traffix P0 30" Fast Trak & A/B Lift Tubes (Truck-Side Mounting Plate)	Traffix	0.00%
Traffix P0LP 30" Fast Trak Low Profile & A/B Lift Tubes (Truck-Side Mounting Plate)	Traffix P0LP 30" Fast Trak Low Profile & A/B Lift Tubes (Truck-Side Mounting Plate)	Traffix	0.00%
Traffix P2 12" Fast Trak (Truck-Side Mounting Plate)	Traffix P2 12" Fast Trak (Truck-Side Mounting Plate)	Traffix	0.00%
Traffix P2LP 12" Low Profile Fast Trak (Truck-Side Mounting Plate)	Traffix P2LP 12" Low Profile Fast Trak (Truck-Side Mounting Plate)	Traffix	0.00%
Traffix P3 36" Fast Trak & A/B Lift Tubes (Truck-Side Mounting Plate)	Traffix P3 36" Fast Trak & A/B Lift Tubes (Truck-Side Mounting Plate)	Traffix	0.00%
Traffix P3LP 36" Fast Trak & A/B Lift Tubes (Truck-Side Mounting Plate)	Traffix P3LP 36" Fast Trak & A/B Lift Tubes (Truck-Side Mounting Plate)	Traffix	0.00%
Traffix P4 24" Fast Trak & A/B Lift Tubes (Truck-Side Mounting Plate)	Traffix P4 24" Fast Trak & A/B Lift Tubes (Truck-Side Mounting Plate)	Traffix	0.00%
Traffix P4LP 24" Low Profile Fast Trak & A/B Lift Tubs (Truck-Side Mounting Plate)	Traffix P4LP 24" Low Profile Fast Trak & A/B Lift Tubs (Truck-Side Mounting Plate)	Traffix	0.00%
Traffix P6 6" Fast Trak (Truck-Side Mounting Plate)	Traffix P6 6" Fast Trak (Truck-Side Mounting Plate)	Traffix	0.00%
Traffix P8 18" Fast Trak & A/B Lift Tubes (Truck-Side Mounting Plate)	Traffix P8 18" Fast Trak & A/B Lift Tubes (Truck-Side Mounting Plate)	Traffix	0.00%

Traffix P8LP 18" Low Profile Fast Trak & A/B Lift Tubes (Truck-Side Mounting Plate)	Traffix P8LP 18" Low Profile Fast Trak & A/B Lift Tubes (Truck-Side Mounting Plate)	Traffix	0.00%
Traffix T0 30" Fast Trak & A/B Lift Tubes (4 x 9 Angles)	Traffix T0 30" Fast Trak & A/B Lift Tubes (4 x 9 Angles)	Traffix	0.00%
Traffix T0LP 30" Low Profile Fast Trak & A/B Lift Tubs (4 x 9 Angles)	Traffix T0LP 30" Low Profile Fast Trak & A/B Lift Tubs (4 x 9 Angles)	Traffix	0.00%
Traffix T2 12" Fast Trak Extension Frame (4 x 9 Angles)	Traffix T2 12" Fast Trak Extension Frame (4 x 9 Angles)	Traffix	0.00%
Traffix T2LP 12" Low Profile Fast Trak (4 x 9 Angles)	Traffix T2LP 12" Low Profile Fast Trak (4 x 9 Angles)	Traffix	0.00%
Traffix T3 36" Fast Trak & A/B Lift Tubes (4 x 9 Angles)	Traffix T3 36" Fast Trak & A/B Lift Tubes (4 x 9 Angles)	Traffix	0.00%
Traffix T3LP 36" Low Profile Fast Trak & A/B Lift Tubes (4 x 9 Angles)	Traffix T3LP 36" Low Profile Fast Trak & A/B Lift Tubes (4 x 9 Angles)	Traffix	0.00%
Traffix T4 24" Fast Trak & A/B Lift Tubes (4 x 9 Angles)	Traffix T4 24" Fast Trak & A/B Lift Tubes (4 x 9 Angles)	Traffix	0.00%
Traffix T4LP 24" Low Profile Fast Trak & A/B Lift Tubes (4 x 9 Angles)	Traffix T4LP 24" Low Profile Fast Trak & A/B Lift Tubes (4 x 9 Angles)	Traffix	0.00%
Traffix T6 6" Fast Trak (4 x 9 Angles)	Traffix T6 6" Fast Trak (4 x 9 Angles)	Traffix	0.00%
Traffix T8 18" Fast Trak & A/B Lift Receiver Tubes (4 x 9 Angles)	Traffix T8 18" Fast Trak & A/B Lift Receiver Tubes (4 x 9 Angles)	Traffix	0.00%
Traffix T8LP 18" Low Profile Fast Trak & A/B Lift Tubes (4 x 9 Angles)	Traffix T8LP 18" Low Profile Fast Trak & A/B Lift Tubes (4 x 9 Angles)	Traffix	0.00%
Traffix 10310-SD Super Duty Jacks	Traffix 10310-SD Super Duty Jacks	Traffix	0.00%
Traffix 10476-06-HD 6" High Reach w/ Heavy Duty Swivel Jacks	Traffix 10476-06-HD 6" High Reach w/ Heavy Duty Swivel Jacks	Traffix	0.00%
Traffix 10476-06-LD 6" High Reach w/ Light Duty Swivel Jacks	Traffix 10476-06-LD 6" High Reach w/ Light Duty Swivel Jacks	Traffix	0.00%
Traffix 10476-06-SD 6" High Reach w/ Super Duty Bolt on Jacks	Traffix 10476-06-SD 6" High Reach w/ Super Duty Bolt on Jacks	Traffix	0.00%

Traffix 10476-12-HD 12" High Reach w/ Heavy Duty Swivel Jacks	Traffix 10476-12-HD 12" High Reach w/ Heavy Duty Swivel Jacks	Traffix	0.00%
Traffix 10476-12-SD 12" High Reach w/ Super Duty Bolt on Jacks	Traffix 10476-12-SD 12" High Reach w/ Super Duty Bolt on Jacks	Traffix	0.00%
Traffix 10476-18-HD 18" High Reach w/ Heavy Duty Swivel Jacks	Traffix 10476-18-HD 18" High Reach w/ Heavy Duty Swivel Jacks	Traffix	0.00%
Traffix 10476-18-SD 18" High Reach w/ Super Duty Bolt on Jacks	Traffix 10476-18-SD 18" High Reach w/ Super Duty Bolt on Jacks	Traffix	0.00%
Traffix 10476-24-HD 24" High Reach w/ Heavy Duty Swivel Jacks	Traffix 10476-24-HD 24" High Reach w/ Heavy Duty Swivel Jacks	Traffix	0.00%
Traffix 10476-24-SD 24" High Reach w/ Super Duty Bolt on Jacks	Traffix 10476-24-SD 24" High Reach w/ Super Duty Bolt on Jacks	Traffix	0.00%
Traffix 10476-30-HD 30" High Reach w/ Heavy Duty Swivel Jacks	Traffix 10476-30-HD 30" High Reach w/ Heavy Duty Swivel Jacks	Traffix	0.00%
Traffix 10476-30-SD 30" High Reach w/ Super Duty Bolt on Jacks	Traffix 10476-30-SD 30" High Reach w/ Super Duty Bolt on Jacks	Traffix	0.00%
Traffix 10729-06 Super Duty Crank Jacks	Traffix 10729-06 Super Duty Crank Jacks	Traffix	0.00%
Traffix 10701MNJ Heavy Duty Swivel Jack w/ 6" Caster	10701MNJ	Traffix	0.00%
Traffix 10725 Drop Jack w/ 6" Caster	10725	Traffix	0.00%
Street Smart SSR-TA-1 Smart Brick Sign (no upright)	SSR-TA-1	Street Smart	0.00%
Wanco WB8-LSAC 25 Light Vehicle Mount Arrow Board 48x96	WB8-LSAC 25 Light Vehicle Mount Arrow Board 48x96	Wanco	0.00%

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	20322
Street Smart Rentals, LLC 6811 137 th Ave NE Columbus, MN 55025	Amendment No.:	2
	Effective Date:	July 1, 2025

SECOND AMENDMENT

TO

CONTRACT No. 20322

IMPACT ATTENUATORS

This Second Amendment ("Amendment") to Contract No. 20322 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 Street Smart Rentals, LLC, a Delaware Limited Liability Company ("Contractor") and is dated as of July 1, 2025.

RECITALS

- A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 20322 dated effective as of August 11, 2023 ("Contract").
- B. The Parties previously amended the Contract as follows:
 - (1) By Instrument titled First Amendment to Contract (Dated November 30, 2024) to add language of 'pay equality provision' and 'nondiscrimination provision' required by the Washington State Legislature.
- C. The Parties now desire to amend the Contract to extend the Contract Term.
- D. 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. **TERM.** The term of the Contract is amended to add forty-eight (48) months and thereby change the end date of the Contract from June 30, 2025, to June 30, 2029.
- 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.

**STREET SMART RENTALS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY**

By: Ryan Kilpatrick
Name: Ryan Kilpatrick
Title: Government Sales Specialist
Date: 06/09/2025

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: Theresa Jensen
Name: Theresa Jensen
Title: Procurement Supervisor
Date: June 12, 2025

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	20322
Street Smart Rentals, LLC 6811 137 th Ave NE Columbus, MN 55025	Amendment No.:	1
	Effective Date:	November 30, 2024

**FIRST AMENDMENT
TO
CONTRACT No. 20322
IMPACT ATTENUATORS**

This First Amendment (“Amendment”) to Contract No. 20322 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 Street Smart Rentals, LLC, a Delaware limited Liability Company (“Contractor”) and is dated as of November 30, 2024.

RECITALS

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 20322 dated effective as of August 11, 2023 (“Contract”).
- B. The Parties now desire to amend the Contract to include a ‘pay equality provision’ as required by the Washington State Legislature. See [LAWS OF 2023, ch. 475](#), § 919(4).
- C. The Parties further desire to amend the Contract to include a ‘nondiscrimination provision’ as required by the Washington State Legislature. See [LAWS OF 2023, ch. 468](#) [codified at [RCW 39.26.245\(3\)](#) and [RCW 49.60.530](#)].
- D. 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 follows:

1. **PAY EQUALITY.** The following provision is added to the end of section 4. (Contractor Representations and Warranties) as a new subsection:
 - 4.19. **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. NONDISCRIMINATION. The following provision is added to the end of section 4. (Contractor Representations and Warranties) as a new subsection:

4.20. NONDISCRIMINATION.

- (a) Nondiscrimination Requirement. During the term of this Contract, beginning as of the effective date of this Amendment, 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.

STREET SMART RENTALS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By:

Ryan Kilpatrick

Name: Ryan Kilpatrick

Title: _Governmental Sales

Manager_____

Date:

_06/10/2025_____

By:

Theresa Jensen

Name: Theresa Jensen

Title: Procurement Supervisor

Date: 6/11/2025