

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

Solid Waste Systems, Inc. dba SWS Equipment,  
 Inc.  
 PO Box 13040  
 Spokane Valley, WA 99213

**FIRST AMENDMENT  
 TO  
 CONTRACT No. 00120  
 CATCH BASIN CLEANERS AND JET RODDER TRUCKS (VARIOUS SIZES)**

This First Amendment (“Amendment”) to Master Contract No. 00120 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 Solid Waste Systems, Inc. dba SWS Equipment, Inc., a Washington Profit Corporation (“Contractor”) and is dated and effective as of February 1, 2021.

**RECITALS**

- A. State and Contractor (collectively the “Parties”) entered into that certain Master Contract No. 00120 for Catch Basin Cleaners and Jet Rodder Trucks (Various Sizes) dated effective as of October 1, 2020 (“Master Contract”).
- B. The parties intend to amend the Master Contract to amend *Exhibit B-Prices* “Category Discounts” for Chassis, add a new *Exhibit E –Chassis*, and add Section 3.6 Product Additions and Deletions to the Master Contract.
- C. The amendment set forth herein is within the scope of the Master Contract.
- D. The Parties now desire to amend the Master 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 Master Contract, as follows:

- 1. PRICING. EXHIBIT B-PRICES is hereby amended by deleting the existing section on Chassis (shown below), and replacing it with *Exhibit E- Chassis*(attached). This will allow for additional chassis models with various discounts.

Category Discounts				
Payment Option	Category	Definition (Each category includes but is not limited to:)	Manufacturer	% Discount off MSRP
	Chassis	Chassis, including but not limited to 2 axle, 3 axle, 4 axle or 5 axle, of which Catch Basin and or Jet Rodder Equipment is mounted upon.	International	<del>48% Model: HV613</del>
	-	-	Kenworth	<del>44.5% on T880 &amp; 33.5% on T370</del>
	-	-	Freightliner	<del>38% Model: 114 SD</del>
	-	-	Peterbuilt	<del>35.5% Model: 567</del>
	-	-	<del>Western Star</del>	<del>39% Model: 4700SB</del>
	-	-	<del>Freightliner</del>	<del>33% Model: M2-106 &amp; M2-112 (CNG)</del>
			Ford	4% Model: F550

2. NEW EXHIBIT. *EXHIBIT E – CHASSIS* is hereby added to the Master Contract as attached on page 4.
3. NEW SECTION 3.6 – PRODUCT ADDITIONS AND DELETIONS. Section 3.6 - Product Additions and Deletions is hereby added to the Master Contract as follows:

### *3.6 Product Additions and Deletions*

- *Exhibit E - Chassis*: Contractor may request to add Chassis models to, and delete Chassis models from *Exhibit E - Chassis* by sending an updated *Exhibit E - Chassis* to the Master Contract Administrator for approval. Chassis Models added to the Master Contract must be commercially available at the time they are added to the Master Contract and fall within the original scope and intent of the Master Contract. Contractor may delete Chassis Models no longer available for purchase from Chassis Manufacturers. Contractor shall notify any Purchaser with pending orders, the reason for a Chassis Model deletion. Contractor shall maintain service obligations for deleted Chassis Models as defined in *Exhibit A- Included Goods/Services*. All requested additions and deletions shall be clearly identified and include the business justification and supporting documentation.
  - MSRP CATALOG IN *EXHIBIT B - PRICES*: Contractor may request to add products to, and delete products from the MSRP Catalog in *Exhibit B* by sending an updated MSRP Catalog to the Master Contract Administrator for approval. Products added to the Master Contract must be commercially available at the time they are added and fall within the original scope and intent of the Master Contract. Contractor may delete products no longer available for purchase with Catch Basin Cleaners and Jet Rodder Trucks Manufacturers. Contractor shall notify any Purchaser with pending orders, the reason for a product deletion in MSRP Catalog. Contractor shall maintain service obligations for deleted products as defined in *Exhibit A – Included Goods/Services*. Changes in MSRP Catalog may be updated annually on the anniversary of this Master Contract beginning twelve (12) months after the effective date of this Master Contract and for every annual anniversary thereafter. All requested additions and deletions shall be clearly identified and include the business justification and supporting documentation.
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. 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.

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.

**SOLID WASTE SYSTEMS, INC DBA  
SWS EQUIPMENT, INC.  
A WASHINGTON PROFIT CORPORATION**

By: Paul B. Cochran  
Name: Paul Cochran  
Title: President  
Date: 1-26-2021

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By: Kelli Carmony  
Name: Kelli Carmony  
Title: Contract Specialist 2  
Date: 01/27/2021

<b>Exhibit E- Chassis</b>	<b>00120 Catch Basin Cleaners and Jet Rodder Trucks (Various Sizes) Amendment No. 1 Effective 2-01-2021</b>	<b>Solid Waste Systems, Inc. dba SWS Equipment, Inc.</b>
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*Note: Original % off MSRP posted in Exhibit B will carry over for those models as stated in Exhibit B.*

**Chassis Category Discounts**

Payment Option	Mfg	Model Name	% off MSRP***	Axle Options	
Funds Transfer (EFT) only	International	HV613	48.0%	2-5 axle total axles	
		HV Series	48.0%	2-5 axle total axles	
	Kenworth	T880	44.5%	2-5 axle total axles	
		T370	33.5%	ex. 2-3 axle	
	Freightliner	114-SD	38.0%	2-5 axle total axles	
		M2-106	33.0%	2-5 axle total axles	
		M2-112 (CNG)	33.0%	2-5 axle total axles	
	Peterbilt	567	35.5%	2-5 axle total axles	
	Western Star	4700SB	39.0%	2-5 axle total axles	
Ford	F550	4.0%	2 total axles		
other(define)	Insert Model Name/# here	insert % off MSRP	ex. 2-3 axle		
	Insert Model Name/# here	insert % off MSRP	ex. 2-3 axle		
	Insert Model Name/# here	insert % off MSRP	ex. 2-3 axle		
	Insert Model Name/# here	insert % off MSRP	ex. 2-3 axle		
*** MSRP price must be available at purchaser request.					