

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411
Pomp's Tire Service 1123 Cedar St. Green Bay, WI 54301

CONTRACT AMENDMENT	
Contract No.	04020
Amendment No.	1
Effective Date	5/20/2023

**FIRST AMENDMENT**  
**TO**  
**STATEWIDE CONTRACT NO. 04020**  
**TIRE RETREADING SERVICES**

This First Amendment ("Amendment") to Contract No. 04020 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 Pomp's Tire Service, Inc., a Wisconsin corporation ("Contractor") and is dated as of May 20, 2023.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 04020 for Tire Retreading Services dated effective as of 6/28/2021 ("Contract").
- B. The amendment set forth herein is within the scope of the Contract.
- C. 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. **CATALOG UPDATE IN EXHIBIT B-PRICING.** The Contract pricing for tire retreading, listed in *Exhibit B-Pricing*, is hereby amended by deleting the catalog "4020.p.GCRTire.TireRetread.xlsx" and replacing it with the attached "04020.p.Pomps.Retread5.4.2023.xlsx". As of the effective date of this Amendment, any reference to "4020.p.GCRTire.TireRetread.xlsx" shall be deemed to be a reference to the attached "04020.p.Pomps.Retread5.4.2023.xlsx" dated May 20, 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

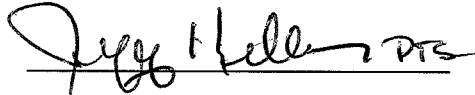
Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.


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. 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.

**POMP'S TIRE SERVICE**  
**A WISCONSIN CORPORATION**

**STATE OF WASHINGTON**  
**DEPARTMENT OF ENTERPRISE SERVICES**

By:   
Name: JEFF KELLEY  
Title: Corp Program Manager - Government  
Date: 5/17/23

By:   
Name: Kelli Carmony  
Title: Contracts and Procurement Supervisor  
Date: 5/17/23