

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	01917
Northwest Tanks & Environmental Services, Inc. 17407 59 <sup>th</sup> Ave SE Snohomish, WA 98296	Amendment No.:	1
	Effective Date:	May 15, 2019

**FIRST AMENDMENT  
TO  
CONTRACT No. 01917  
FUEL STATION INSPECTION SERVICES**

This First Amendment ("Amendment") to Contract No. 01917 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 Northwest Tanks & Environmental Services Inc., a Washington based Corporation ("Contractor") and is dated as of May 15, 2019.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01917 for Fuel Station Inspection Services dated effective as of May 15, 2017 ("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. **TERM.** The Contract term is amended to extend the term twenty-four (24) months, ending May 14, 2021.
- 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.

NORTHWEST TANKS & ENVIRONMENTAL SERVICES,  
INC., A WASHINGTON BASED CORPORATION

STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES

By: Remy Cano  
Name:   
Title: President/CEO  
Date: 4-8-19

By: Corey A. Larson  
Name:   
Title: Contracts Specialist  
Date: 04/09/2019

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	01917
Northwest Tanks & Environmental Services, Inc. 17407 59 <sup>th</sup> Ave SE Snohomish, WA 98296	Amendment No.:	2
	Effective Date:	July 31, 2020

(RL)

**SECOND AMENDMENT  
TO  
CONTRACT NO. 01917  
FUEL STATION INSPECTION SERVICES**

This Second Amendment ("Amendment") to Contract No. 01917 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 Northwest Tanks & Environmental Services Inc., a Washington based Corporation ("Contractor") and is dated as of July 31, 2020.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01917 for Fuel Station Inspection Services dated effective as of May 15, 2017 ("Contract").
- 1. The Parties previously amended the Contract May 15, 2019. The Contract term is amended to extend the term twenty-four (24) months, ending May 14, 2021.
- 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:


- 2. In accordance with a recent Underground Storage Tank (UST) rule effective 10/01/2018, Contract #01917 (Fuel Station Inspection Services) will be amended to include pricing for the additional testing and inspection requirements pursuant to the 2018 UST rule revision.
- 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.

**NORTHWEST TANKS & ENVIRONMENTAL SERVICES, INC., A  
WASHINGTON BASED CORPORATION**

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By: Remy Cano  
Name:   
Title: President/CEO  
Date: 7/29/2020

By: Corey A. Larson  
Name: \_\_\_\_\_  
Title: Contracts Specialist  
Date: \_\_\_\_\_

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Exhibit A

Line item addition pricing for 5/15/2019 – 5/14/2021 (25 – 48 months)

Cycle Test Pricing			
Item	Product Description	Bid Unit	Price
17	3 Year Hydrostatic Testing of Spill Buckets	1-3 Tanks	\$165.75
	Additional Spill Bucket Testing	4 Tanks and over	\$38.25
18	3 Year Overfill Prevention Verification	1-3 Tanks	\$212.50
	Additional Overfill Inspection Testing	4 Tanks and over	\$63.75
19	3 Year Hydrostatic Testing of Containment Sumps	Required on Sites Built after 2012	\$1,912.5 0

Line item pricing for 5/15/2021 – 5/14/2025 (49 - 96 months)

Cycle Test Pricing			
Item	Product Description	Bid Unit	Price
17	3 Year Hydrostatic Testing of Spill Buckets	1-3 Tanks	\$174.00
	Additional Spill Bucket Testing	4 Tanks and over	\$40.25
18	3 Year Overfill Prevention Verification	1-3 Tanks	\$223.00
	Additional Overfill Prevention Verification	4 Tanks and over	\$67.00
19	3 Year Hydrostatic Testing of Containment Sumps	Required on Sites Built after 2012	\$2,008.0 0

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

Northwest Tanks & Environmental Services, Inc.  
 17407 59<sup>th</sup> Ave SE  
 Snohomish, WA 98296

CONTRACT	AMENDMENT
Contract No.	01917
Amendment No.	3
Effective Date	May 11, 2023

**THIRD AMENDMENT  
 TO  
 STATEWIDE CONTRACT NO. 01917  
 FUEL STATION INSPECTION SERVICES**

This Third Amendment (“Amendment”) to Contract No. 01917 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 Northwest Tanks & Environmental Services, Inc., a Washington based Corporation (“Contractor”) and is dated as of May 11, 2023.

**RECITALS**

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 01917 for Fuel Station Inspection Services dated effective as of May 15, 2017 (“Contract”).
- B. The Parties previously amended the Contract on May 15, 2019 (First Amendment) to extend the term twenty-four (24) months, ending May 14, 2021 and on July 31, 2020 (Second Amendment) to add the following: “In accordance with a recent Underground Storage Tank (UST) rule effective 10/01/2018, Contract #01917 (Fuel Station Inspection Services) will be amended to include pricing for the additional testing and inspection requirements pursuant to the 2018 UST rule revision.”
- 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. **TOPIC. Term:** The Contract term is amended to extend the term from May 14, 2021 to May 14, 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.

INSERT NAME OF CONTRACTOR,  
NORTHWEST TANKS & ENVIRONMENTAL SERVICES, INC

STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Name: Remy Cano

Name: Kelli Carmony

Title: Executive Vice President

Title: Procurement Supervisor

Date: 5/11/23

Date: 5/11/2023

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	01917
Tanknology, Inc. 11000 N. Mopac Expressway, Suite 500 Austin, TX 78759	Amendment No.:	4
	Effective Date:	October 11, 2024

**FOURTH AMENDMENT  
TO  
CONTRACT NO. 01917  
FUEL STATION INSPECTION SERVICES**

This Fourth Amendment (“Amendment”) to Contract No. 01917 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 Tanknology, Inc., a Delaware Corporation (“Contractor”) and is dated as of October 11, 2024.

**RECITALS**

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 01917 dated effective as of June 1, 2024 (“Contract”).
- B. The Parties previously amended the Contract as follows:
  - (1) First Amendment (dated May 15, 2019) to extend the term twenty-four (24) months, ending May 14, 2021; and
  - (2) Second Amendment (dated July 31, 2020) to include pricing for the additional testing and inspection requirements pursuant to the 2018 UST rule revision; and
  - (3) Third Amendment (dated May 11, 2023) to extend the term forty-eight (48) months, ending May 14, 2025. This Amendment was not included in the Assignment, Assumption, & Consent Agreement dated June 1, 2024.
- C. 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).
- D. 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](#)].
- E. 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. PAY EQUALITY. The following provision is added to the end of section 4 (Contractor Representations and Warranties) as a new subsection:

4.8 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 14 (General Provisions) as a new subsection:

14.24 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.

**TANKNOLOGY, INC.,  
A DELAWARE CORPORATION**

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By:   
Name: Kelly DeWeese  
Title: Controller  
Date: Oct 15, 2024

By:   
Name: Michellee Jemmott  
Title: Procurement Supervisor  
Date: Oct 10, 2024