

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 th 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 th Ave SE Snohomish, WA 98296	Amendment No.:	2
	Effective Date:	July 31, 2020

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**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 59th 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