

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

Jorgensen Air Services, LLC
7825 Old Hwy 99 SE
Olympia, WA 98501

**FIRST AMENDMENT
TO
CONTRACT NO. 03118
AVIATION FUEL – OLYMPIA AIRPORT**

This First Amendment ("Amendment") to Contract No. 03118 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 Jorgensen Air Services LLC, a Washington limited liability company ("Contractor") and is effective as of April 1, 2020.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 03118 for Aviation Fuel at Olympia Airport dated effective as of August 14, 2018 ("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. HOURS OF OPERATION. Subsection 5.3(b) Hours of Operation of Section 5.3 Purchaser Ordering Procedures, Deliveries & Training is deleted in its entirety and replaced with the following:

Hours of Operation: Most fuel orders and deliveries will be required between 0800 (8 A.M.) and 2000 (P.M.) daily (Monday through Friday, Saturday, Sunday and holidays). Contractor shall be staffed for delivery during these hours of operation. Contract may extend staffed hours of operation as needed.

- 2. SELF SERVICE OPTION. Subsection 5.3(e) Self Service Option of Section 5.3 Purchaser Ordering Procedures, Deliveries & Training is deleted in its entirety and replaced with the following:

Self Service Option for after-hours fueling of agency aircraft with Avgas 100LL. Bidder will provide key to the fuel truck, Contractor representative will instruct agency personnel on operating refueler and fuel ticket procedure. Fuel can be accessed at any time after hours with no call out/ trip charge fees for Avgas 100LL. The Avgas 100LL fuel truck will be parked at the Washington State Patrol (WSP)

ramp from 8 P.M. to 8 A.M (or until Contractor's staffed operating hours) for after-hours self-service fueling.

3. PRICE DISCOUNT FOR WASHINGTON STATE PATROL. The following language is added to Section 5.3 Purchaser Ordering Procedures, Deliveries & Training as 5.3(f):

Price Discount for Washington State Patrol All fuel dispensed by WSP staff during after hours delivery will have a \$0.15 per gallon discount from the rates listed in Exhibit B of the Master Contract.

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.

**JORGENSEN AIR SERVICES, LLC,
A WASHINGTON COMPANY**

By: _____

Name: Rod Withersbee

Title: managing member

Date: 4/2/2020

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: _____

Name: David Mgebroff

Title: Procurement Strategist

Date: 4/2/2020