

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

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	03318
	Amendment No.:	2
Jorgensen Air Service, LLC 16911 103 rd Ave E #102 Puyallup, WA 98374	Effective Date:	September 1, 2022

**SECOND AMENDMENT
TO
STATEWIDE CONTRACT NO. 03318
AVIATION FUEL – OLYMPIA AIRPORT**

This Second Amendment (“Amendment”) to Contract No. 03318 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 Service, LLC, dba Jet Fuel Parking and Transportation, a Washington limited liability company (“Contractor”) and is dated and effective as of September 1, 2022.

R E C I T A L S

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 03318 for Aviation Fuel – Olympia Airport dated effective as of August 14, 2018 (“Contract”).
- B. The Parties previously amended the Contract as follows:
 - Amendment 1: effective April 1, 2020 (Hours of Operations, Self Service Option, Price Discount)
- 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.

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:

ECONOMIC ADJUSTMENT. Section of the Master Contract (Economic Adjustment) is hereby amended by deleting the existing Section 3.3 in its entirety and inserting the following in lieu thereof:

1. **ECONOMIC ADJUSTMENT.** Beginning twenty-four (24) months after the effective date of this Master Contract and for every annual anniversary thereafter, the prices set forth in Exhibit A shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices described below, for the most recent year. Economic adjustment will lag one (1) calendar quarter past the Contract commencement date to allow for publication of BLS data. All calculations for the index shall be

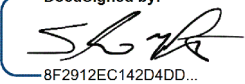
based upon the latest version of data published as of July 1 each year. Prices shall be adjusted on September 1. If an index is recoded, that is the replacement is a direct substitute according to the BLS, this Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows: PPI: [CPU484220484220601 – Local Hazardous Materials Trucking \(except waste\)](#).

New Price = Old Price x (Current Period Index/Base Period Index).

2. PRICES FOR GOODS. **Exhibit B – Prices for Goods** is hereby amended by deleting the existing **Exhibit B – Prices for Goods** of the Contract in its entirety and inserting the attached **Exhibit A – Prices for Goods** (dated 9/1/2022) as **Exhibit B – Prices for Goods** in its place. As of the effective date of this Amendment, any reference to **Exhibit B – Prices for Goods** shall be deemed to be referenced to the attached **Exhibit A – Prices for Goods** (9/1/2022)
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.

JORGENSEN AIR SERVICES, LLC,
A WASHINGTON LIMITED LIABILITY COMPANY

By:  _____
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Name: Shawn Pratt

Title: Dir of operations/Chief Pilot

Date: 10/25/2022

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By:  _____

Name: Alexander Kenesson

Title: Procurement Supervisor

Date: 10/28/2022

Exhibit A
Dated 9/1/2022

PRICES FOR GOODS (AVIATION FUEL)

Description	Unit	Price per Unit
Avgas 100LL	Gallon	\$ 1.03/gal.
Jet A (with “Prist” added)	Gallon	\$ 0.97/gal.
Trip Charge for Pre-scheduled After Hour Service	Trip	\$ 18.09/trip
Trip Charge for Unscheduled After Hour Service	Trip	\$ 60.30/trip