

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

Rainier Petroleum Corporation
201 N Rupert St
Fort Worth, TX, 76107-1432

**FIRST AMENDMENT
TO
CONTRACT NO. 05718
MARINE REFUELING SERVICES AND FUELS**

This First Amendment ("Amendment") to Contract No. 05718 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 Rainier Petroleum Corporation, a Washington Corporation ("Contractor") and is dated as of December 18, 2018.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 05718 for Marine Refueling Services and Fuels dated effective as of December 16, 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. REVISING CONTRACT PROVISION. Exhibit B Section A Biodiesel paragraph will be replaced with: *Biodiesel, B5 to B20 Dyed*: The product reference price for Biodiesel B5 to B20 is the OPIS Biodiesel daily report (Portland Gross Wholesale B5 SME Biodiesel w/o RIN, LSN2D "Contract Average"). Biodiesel purchases are to receive the appropriate proportion of B99 necessary to achieve the requested biodiesel blend. For example if WSF places an order for Pier 15 and desires 1,000 gallons of a ULSD-B20 blend, the contractor would acquire and blend (in accordance with biodiesel specifications) 800 gallons of ULSD 2 Dyed with 200 gallons of B99.
2. DELETING AND REPLACING AN EXISTING CONTRACT TABLE: Table 3, 2, 6 of the Contract is hereby amended by deleting the existing tables in its entirety and inserting the attached Tables.



Table 2 ULSD Dyed
Fuel Price.xlsx



Table 3 Biodiesel
Dyed Fuel Price.xlsx

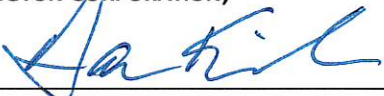



Table 6 DEF
Prices.xlsx

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.

**RAINIER PETROLEUM CORPORATION,
A WASHINGTON CORPORATION,**
By: 
Name: Dan Kovacich
Title: Vice President Marine Division
Date: 12/19/18

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**
By: 
Name: John Allen
Title: Procurement Supervisor
Date: 12/19/2018

Fuel Price Table 2 - ULSD Dyed

Product Ultra Low Sulfur Diesel #2 Dyed
 Index OPIS Gross Ultra Low Sulfur Red Dyed Distillate Prices; CONT AVG

	OPIS Reference City	Delivery Via	Contract adder multiplied	Service Fee
Terminal				
ANA	Anacortes	Truck and Trailer	1.0039	\$ 490.00
ANA	Tacoma - if fuel is supplied from Harbor Island	Truck and Trailer	1.0039	\$ 1,045.00
BRE/EH	Tacoma	Truck and Trailer	1.0039	\$ 565.00
CLI	Anacortes	Truck and Trailer	1.0039	\$ 540.00
CLI	Tacoma - if fuel is supplied from Harbor Island	Truck and Trailer	1.0039	\$ 565.00
FAU	Tacoma	Truck and Trailer	1.0039	\$ 565.00
FRH	Tacoma	Truck and Trailer	1.014	\$ 690.00
KIN	Tacoma	Truck and Trailer	1.014	\$ 565.00
PT	Tacoma	Truck and Trailer	1.014	\$ 565.00
PTD	Tacoma	Truck and Trailer	1.0039	\$ 490.00
VIG	Tacoma	Truck and Trailer	1.0039	\$ 490.00
EDM	Tacoma	Truck and Trailer	1.0039	\$ 490.00
**P15	Seattle	Ex - wharf	plus \$ 0.11 / USG	\$750 boom deployment fee

Standby fee Delays beyond 3/4 hour will be charged at a rate of \$90.00/hour, broken into 1/3 hour increments (\$30 per 20 minutes)
 If WSF turns the Contractor away from a scheduled delivery the Contractor may bill WSF the amount of the already established service fee.

* Service fee tariff increase due to New Federal DOT Electronic Driver Log recorders, City Fire Department License fees, and USCG/Dept Of Ecology enhanced compliance requirements. Please note the following example of the latest Safety Act.

2018 Strengthening Oil Transportation Safety Act; E2SSB 6269; WAC 173-182 and 173-186

This Act requires Ecology to take a variety of steps to promote the safety of marine transportation and protect the Salish Sea from oil spills. The bill specifically directs the Spills Program to undertake multiple policy initiatives which may affect our Drill requirements as well as the Contingency Plans for our facilities, trucks, and vessels. Contingency plan standards may be required to address water column species and subsurface waters, situations where oils may submerge or sink in water, and standards for best achievable protections. Large scale deployments will need to address situations where oils may submerge or sink, and may be expanded to apply to our trucks, vessels, and facilities. In addition, our spill management team will be required to include wildlife rehabilitation providers, and must meet standards Ecology establishes by rule. Additionally our Spill Management Team will need to be approved by Ecology before it can be cited in our contingency plans.

** Pier 15 ex-wharf price is Index reference plus \$.11 / USG

Fuel Price Table 3 - Biodiesel Dyed

Product Biodiesel B99 Dyed supplied in B5, B10, B20

Index OPIS B5 SME Contract Dyed (No RIN)

Terminal	OPIS Reference City	Delivery Via	B5 Contract adder multiplied	B10 Contract adder multiplied	B20 Contract adder multiplied	Service Fee
ANA	Portland	Truck and Trailer	See table 4 Renewable	See table 4 Renewable	See table 4 Renewable	\$ 490.00
ANA	Portland - if fuel is supplied from Harbor Isl	Truck and Trailer	1.0039	1.0039	1.0039	\$ 1,045.00
BRE/EH	Portland	Truck and Trailer	1.0039	1.0039	1.0039	\$ 565.00
CLI	Portland	Truck and Trailer	See table 4 Renewable	See table 4 Renewable	See table 4 Renewable	\$ 540.00
CLI	Portland - if fuel is supplied from Harbor Isl	Truck and Trailer	1.0039	1.0039	1.0039	\$ 565.00
FAU	Portland	Truck and Trailer	1.0039	1.0039	1.0039	\$ 565.00
FRH	Portland	Truck and Trailer	1.014	1.014	1.014	\$ 690.00
KIN	Portland	Truck and Trailer	1.014	1.014	1.014	\$ 565.00
PT	Portland	Truck and Trailer	1.014	1.014	1.014	\$ 565.00
PTD	Portland	Truck and Trailer	1.0039	1.0039	1.0039	\$ 490.00
VIG	Portland	Truck and Trailer	1.0039	1.0039	1.0039	\$ 490.00
EDM	Portland	Truck and Trailer	1.0039	1.0039	1.0039	\$ 490.00
**P15	Portland	Ex - wharf	plus \$.11 / USG	plus \$.11 / USG	plus \$.11 / USG	\$750 boom deployment fee

Standby fee Delays beyond 3/4 hour will be charged at a rate of \$90.00/hour, broken into 1/3 hour increments (\$30 per 20 minutes)
If WSF turns the Contractor away from a scheduled delivery the Contractor may bill WSF the amount of the already established service fee.

* Service fee tariff increase due to DOT Electronic Log data recorders, City Fire Department License fees, and USCG/Dept Of Ecology enhanced compliance requirements

** Pier 15 ex-wharf price is Index reference plus \$.11 / USG

Fuel Price Table 6 - Diesel Exhaust Fluid

Product Diesel Exhaust Fluid
 Index UREA FOB NOLA (F5X18)

	UREA Reference City	Delivery Via	Contract adder multiplied	Service Fee
Terminal				
ANA	New Orleans	Truck	0.00417	\$ 800.00
BRE/EH	New Orleans	Truck	0.00417	\$ 350.00
CLI	New Orleans	Truck	0.00417	\$ 750.00
FAU	New Orleans	Truck	0.00417	\$ 350.00
FRH	New Orleans	Truck	0.00417	\$ 350.00
KIN	New Orleans	Truck	0.00417	\$ 350.00
PT	New Orleans	Truck	0.00417	\$ 350.00
PTD	New Orleans	Truck	0.00417	\$ 350.00
VIG	New Orleans	Truck	0.00417	\$ 350.00
EDM	New Orleans	Truck	0.00417	\$ 350.00
P15	New Orleans	Ex-wharf	0.00417	\$ 150.00
**Global Provider	New Orleans	Vessel	0.00417	\$ 650.00

Product origination is Seattle, WA

Standby fee Delays beyond 3/4 hour will be charged at a rate of \$90.00/hour, broken into 1/3 hour increments (\$
 If WSF turns the Contractor away from a scheduled delivery the Contractor may bill WSF the amount

** The DEF will need to be delivered with fuel to WSF

Reference link to https://www.barchart.com/futures/quote/s/F5*0/price-history/historical
 UREA NOLA

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**SECOND AMENDMENT
TO
CONTRACT NO. 05718
MARINE REFUELING SERVICES AND FUELS**

This Second Amendment ("Amendment") to Contract No. 05718 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 Rainier Petroleum Corporation, a Washington Corporation ("Contractor") and is dated as of January 23, 2019.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 05718 for Marine Refueling Services and Fuels dated effective as of December 16, 2018 ("Contract").
- B. The Parties previously amended the Contract One (1) time.
 - a. Amendment 1 issued December 18, 2018 (Updated Language)
- 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. **REVISING CONTRACT PROVISION.** Exhibit B Fuel Product Prices Section B Weekend deliveries paragraph will be replaced with: For all deliveries made Saturday and/or Sunday fuel prices invoiced for those deliveries shall reflect OPIS DAILY AVERAGE rack prices posted the Friday prior to the weekend.
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.

**RAINIER PETROLEUM CORPORATION,
A WASHINGTON CORPORATION,**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 

By: 

Name: Dan Kovacich

Name: John Allen

Title: Vice President Marine Division

Title: Procurement Supervisor

Date: 1/23/19

Date: 1/23/2019

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

Rainier Petroleum Corporation
201 N Rupert St
Fort Worth, TX, 76107-1432

**THIRD AMENDMENT
TO
CONTRACT NO. 05718
MARINE REFUELING SERVICES AND FUELS**

This Third Amendment ("Amendment") to Contract No. 05718 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 Rainier Petroleum Corporation, a Washington corporation ("Contractor") and is effective as of June 17, 2019.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 05718 for Marine Refueling Services and Fuels dated effective as of December 16, 2018 ("Contract").
- B. The Parties previously amended the Contract as follows:
 - a. Amendment 1 effective December 18, 2018 to clarify Biodiesel pricing and amend and replace Fuel Price Tables for ULSD Dyed, Biodiesel, and Diesel Exhaust Fluid.
 - b. Amendment 2 effective January 23, 2019 to clarify Weekend deliveries.
- 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:

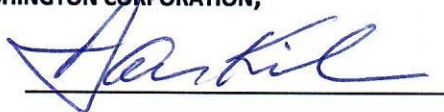
- 1. **VESSEL-TO-VESSEL FUEL TABLE.** Table 5 of the Contract is hereby amended by deleting the existing "Fuel Price Table 5 – Vessel-To-Vessel" in its entirety and inserting the attached as "Fuel Price Table 5 – Vessel-To-Vessel."
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the 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.

**RAINIER PETROLEUM CORPORATION,
A WASHINGTON CORPORATION,**

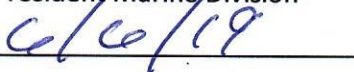
By: _____



Name: Dan Kovacich

Title: Vice President Marine Division

Date: _____



**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

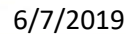
By: _____



Name: Corinna Cooper

Title: Enterprise Procurement Manager

Date: _____



FUEL PRICE TABLE 5 – VESSEL-TO-VESSEL

PRODUCT	ALL FUEL TYPES	
INDEX	BASED ON FUEL PRODUCT ORDERED	
Terminal	Service Fee	* Standby/Demurrage Fee
Anacortes	\$9,460.00	\$650.00
Bainbridge/Eagle Harbor	\$2,800.00	\$650.00
Bremerton	\$2,800.00	\$650.00
Clinton	\$2,800.00	\$650.00
Edmonds	\$2,800.00	\$650.00
Fauntleroy	\$2,160.00	\$650.00
Friday Harbor	\$13,655.00	\$650.00
Kingston	\$2,800.00	\$650.00
Mukilteo	\$2,800.00	\$650.00
Pier 52 Colman Dock	\$2,160.00	\$650.00
Point Defiance	\$4,320.00	\$650.00
Port Townsend	\$4,320.00	\$650.00
Vashon	\$2,160.00	\$650.00
Vigor Shipyard	\$2,160.00	\$650.00

GLOBAL PROVIDER (GP) CONTRACT ADDERS - DYED ULTRA LOW SULFUR AND BIODIESEL

Global Provider Contract Adders		
Fuel Type	OPIS Reference Contract Average	Adder Per Gallon
OPIS Ultra Low Sulfur Diesel -Dyed	Seattle	\$0.11
OPIS Gross Wholesale B5 SME Biodiesel Prices Dyed	Portland	\$0.11

*Standby/Demurrage Fee - 1 hour of free time will be provided upon arrival for fuel appointment. After first hour the standby demurrage time is \$650/hour and will be invoiced in 30 min increments

All Global Providers delivered fuels ADDERS remain the same for the fuels delivered via GP.

Contractor to supply B5, B10 and B20

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

Rainier Petroleum Corporation
201 N Rupert St
Fort Worth, TX, 76107-1432

**FOURTH AMENDMENT
TO
CONTRACT NO. 05718
MARINE REFUELING SERVICES AND FUELS**

This Fourth Amendment ("Amendment") to Contract No. 05718 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 Rainier Petroleum Corporation, a Washington corporation ("Contractor") and is effective as of April 17, 2020.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 05718 for Marine Refueling Services and Fuels dated effective as of December 16, 2018 ("Contract").
- B. The Parties previously amended the Contract as follows:
 - a. Amendment 1 effective December 18, 2018 to clarify Biodiesel pricing and amend and replace Fuel Price Tables for ULSD Dyed, Biodiesel, and Diesel Exhaust Fluid.
 - b. Amendment 2 effective January 23, 2019 to clarify Weekend deliveries.
 - c. Amendment 3 effective June 17, 2019 to add terminals for Vessel-to-Vessel fueling.
- 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:

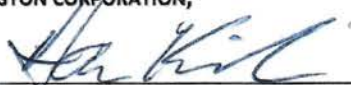
- 1. **VESSEL-TO-VESSEL FUEL TABLE.** Table 5 Vessel-to-Vessel Fueling of Exhibit B of the Contract is hereby amended by inserting the following language:

FUELING MULTIPLE VESSELS AT ONE TERMINAL. Contractor will charge one service fee plus two hours of standby for each additional vessel delivery at one terminal. If Contractor vessel is standing by between deliveries or delayed alongside a ferry for more than one hour the hourly demurrage fee will apply.
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.

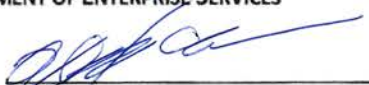
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, 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.

**RAINIER PETROLEUM CORPORATION,
A WASHINGTON CORPORATION,**

By: 
 Name: Dan Kovacich
 Title: Vice President Marine Division
 Date: 4/17/20

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
 Name: Alexander Kenesson
 Title: Procurement Supervisor
 Date: 4/17/2020

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.	05718
Rainier Petroleum, LLC 355 Harris Ave, Bellingham WA 98225	Amendment No.	5
	Effective Date	May 1, 2023

**FIFTH AMENDMENT
TO
STATEWIDE CONTRACT NO. 05718
MARINE REFUELING SERVICES AND FUELS**

This Fifth Amendment (“Amendment”) to Contract No. 05718 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 Rainier Petroleum, LLC, a Washington Limited Liability Company (“Contractor”) and is dated as of May 1, 2023.

R E C I T A L S

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 05718 for Marine Refueling Services and Fuels dated effective as of December 16, 2018 (“Contract”).
- B. State and Contractor are witnessing unanticipated cost increases pertaining to certain raw materials, components, and logistical supply constraints that are unexpectedly tensioning pricing pertaining to this Statewide Contract. Accordingly, the Parties now desire to amend the Statewide Contract to address certain unanticipated cost increases and provide an equitable price adjustment consistent with the purpose of this Statewide Contract.
- C. The Parties previously amended the Contract four (4) times as follows:
 1. Amendment #1 with an effective date of December 18, 2018, to clarify Biodiesel pricing and amend and replace Fuel Price Tables for ULSD Dyed, Biodiesel, and Diesel Exhaust Fluid.
 2. Amendment #2 with an effective date of January 23, 2019, to clarify Weekend deliveries.
 3. Amendment #3 with an effective date of June 17, 2019, to add terminals for Vessel-to-Vessel fueling.
 4. Amendment #4 with an effective date of April 17, 2020, to include language on Fueling Multiple Vessels at One Terminal.
- D. 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. Insert new Sub-section 3.3.1. Economic Adjustment: Below Economic Price Adjustment sub-section is hereby added to the Statewide Contract:

3.3.1. ECONOMIC PRICE ADJUSTMENT: Beginning May 1, 2023, and the annual anniversary of this amendment thereafter, the Contractor may request (within 60 days before the anniversary date of this amendment) an economic price adjustment for delivery service fees set forth in *Exhibit B – Fuel Products Prices*, based upon the percent changes in the below Producer Price Indexes (PPIs) on the United States Department of Labor, Bureau of Labor and Statistics (BLS) website for the most recent year:

- i. Truck Transportation ([PCU484484](#));
- ii. Fuels and Related Products and Power: No. 2 Diesel Fuel ([WPU05730302](#));
- iii. General Purpose Machinery and Equipment ([WPU114](#));
- iv. Repair and Maintenance Services (Partial):([WPS552](#));
- v. Insurance and Annuities: Health and Medical Insurance ([WPS411103](#));
- vi. Miscellaneous Products: Other Industrial Safety Equipment ([WPU157](#));
- vii. Real Estate Services (Partial): Office Buildings, Gross Rents ([WPU431101](#));
- viii. Real Estate Services (Partial): Industrial Buildings, Gross Rents ([WPU431103](#));
- ix. Machinery and Equipment: Industrial Trucks, Trailers, and Stackers ([WPU114403](#));
- x. Transportation Equipment: Ships and Boats ([WPU143](#)); and
- xi. Average Hourly Earnings of All Employees: Total Private in Washington ([SMU53000000500000003](#)).

All calculations for the index shall be based upon the latest version of data published as of March 1 of each year. If an index is recoded (i.e., the recoded index is a direct substitute for the prior index according to the BLS), this Contract will use the recoded index, as applicable. 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 price adjustment shall be calculated as follows:

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

The resulting new Statewide Contract pricing will be implemented through a Contract Amendment.

Producer Price Indexes (PPIs) for the adders and multipliers will be agreed upon by both parties before May 1, 2024, and added to this Contract via a written amendment. If the parties cannot develop a mutually agreeable process and mechanism by May 1, 2024, the current adders and multipliers would remain firm and unchanged unless Contractor signs the Price Adjustment Certification (as attached in Exhibit B) for another year until May 1, 2025. If parties fail to agree on a mutually agreeable process and mechanism for the adjustment of adders and multipliers after May 1, 2025, then the adders and multipliers shall remain fixed and firm for the rest of the Contract term.

2. MODIFICATION OF SUB-SECTION 1.1. PERFORMANCE GOALS FOR CONTRACT EXTENSION: Below language is hereby deleted from sub-section 1.1. Performance Goals for Contract Extension:
“The parties have agreed on Contract pricing for the subsequent term at least ninety(90) days prior to the end of the current term.”
3. ECONOMIC ADJUSTMENT: The parties mutually agree to increase contract pricing as follows:
 - i. Delivery Service Fees: The delivery services fees will increase by 28.2% as listed in “Fuel Price Table 2-Diesel Dyed, Fuel Price Table 3-Biodiesel Dyed, and Fuel Price Table 5-Vessel to Vessel (attached in Exhibit A)”.
 - ii. Adder and Multiplier: Adders and multipliers will increase as outlined in “Fuel Price Table 2-Diesel Dyed, Fuel Price Table 3-Biodiesel Dyed, and Fuel Price Table 5-Vessel to Vessel (attached in Exhibit A)”.
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. 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.
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.

**RAINIER PETROLEUM, LLC,
A WASHINGTON LIMITED LIABILITY COMPANY**

By: David W. Reynolds
Name: David Reynolds
Title: SVP - Commercial
Date: 04 / 26 / 2023

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: Kelli Carmony
Name: Kelli Carmony
Title: Procurement Supervisor
Date: 4/27/23

Exhibit A:

ULSD Diesel #2 Dyed Truck to Vessel				
Terminals	Previous Multiplier	New Multiplier	Previous Delivery Service Fee	New Delivery Service Fees
Anacortes	1.0039	1.0226	\$490	\$628
Bainbridge	1.0039	1.0226	\$565	\$724
Bremerton	1.0140	1.0326	\$565	\$724
Clinton/Mukilteo	1.0039	1.0226	\$540	\$692
Eagle Harbor	1.0039	1.0226	\$565	\$724
Edmonds	1.0039	1.0226	\$490	\$628
Fauntleroy	1.0039	1.0226	\$565	\$724
Friday Harbor	1.0140	1.0326	\$690	\$885
Kingston	1.0140	1.0326	\$565	\$724
Point Defiance	1.0039	1.0226	\$490	\$628
Port Townsend	1.0140	1.0326	\$565	\$724
Seattle to Anacortes	1.0039	1.0226	\$1,045	\$1,340
Vigor	1.0039	1.0226	\$490	\$628
<i>Seattle P-15 Ex-Wharf</i>	Plus \$.11	Plus \$.1285	\$750	\$962

Biodiesel B99 D Supplied in B5, B10, B20 Truck to Vessel				
Terminals	Previous Multiplier for B5, B10, B20	New Multiplier for B5, B10, B20	Previous Delivery Service Fee	New Delivery Service Fees
Anacortes	1.0039	1.0226	\$490	\$628
Bainbridge	1.0039	1.0226	\$565	\$724
Bremerton	1.0039	1.0226	\$565	\$724
Clinton/Mukilteo	1.0039	1.0226	\$540	\$692
Eagle Harbor	1.0039	1.0226	\$565	\$724
Edmonds	1.0039	1.0226	\$490	\$628
Fauntleroy	1.0039	1.0226	\$565	\$724
Friday Harbor	1.014	1.0336	\$690	\$885
Kingston	1.014	1.0336	\$565	\$724
Point Defiance	1.0039	1.0226	\$490	\$628
Port Townsend	1.014	1.0336	\$565	\$724
Seattle to Anacortes	1.0039	1.0226	\$1,045	\$1,340
Vigor	1.0039	1.0226	\$490	\$628
<i>Seattle P-15 Ex-Wharf</i>	Plus \$.11	Plus \$.1285	\$750	\$962

Fuel Types - ULSD D, B5, B10 & B20 Vessel to Vessel		
Terminal Vessel to Vessel	Current Service Fee	New Delivery Service Fees
Bremerton/Eagle Harbor	\$2,800	\$3,590
Clinton/Mukilteo	\$2,800	\$3,590
Fauntleroy	\$2,160	\$2,769
Port Townsend*	\$4,320	\$5,538
Second Fueling	\$1,300	\$1,667
Fuel Type	Previous Adder Per Gallon	New Adder Per Gallon
OPIS Ultra Low Sulfur Diesel Dyed	\$0.11	\$0.13
OPIS Gross Wholesale B5 SME Biodiesel Price Dyed	\$0.11	\$0.13

Exhibit B:



CONTRACTOR PRICE ADJUSTMENT CERTIFICATION

Contract No.:	No. 5718–Marine Refueling Services and Fuels
Contractor:	Rainier Petroleum LLC

Contractor, through the duly authorized undersigned, makes this certification as a required element for a contract price adjustment pertaining to the above referenced Contract ('Contract'). Contractor certifies, to the best of its knowledge, following good faith inquiry and investigation, that the following are true, complete, correct, and made in good faith:

1. **COMPETITIVE PROCUREMENT PRICING.** Contractor certifies that, consistent with the Contract for Goods/Services awarded to Contractor as the result of a competitive governmental procurement, Contractor bid prices for such goods/services in good faith and has provided such goods/services to eligible purchasers at or below the competitively solicited prices set forth in the Contract for no less than twelve (12) months from the effective date of the Contract.
2. **UNANTICIPATED SUPPLIER PRICE INCREASE.** Contractor certifies that its direct supply/acquisition costs for the goods/services subject to the Contract have increased in price because of macro-economic conditions and third-party supplier/manufacturer price increases as set forth in the attached document(s) ('Supplier/Manufacturer Price Increase Documentation'). Contractor certifies that the price increases arising from macro-economic conditions and third-party Supplier/Manufacturer Price Increase Documentation are as follows:
 - (a) Apply to the goods/services subject to the Contract;
 - (b) Would not have been known or anticipated at the time bids were due for the Competitive Solicitation that resulted in the award of the Contract to Contractor by a reasonably prudent bidder exercising sound business judgment and bidding in good faith and, in fact, were neither known to Contractor nor otherwise anticipated by Contractor at the time bids were due for the Competitive Solicitation that resulted in the award of the Contract to Contractor; and
 - (c) Presently have been incorporated as price increases to Contractor's other customers. (i.e., to any individual or entity who purchases such goods/services from Contractor other than pursuant to the Contract) and, upon request by

Enterprise Services, Contractor shall provide records satisfactory to Enterprise Services to confirm the same.

3. ARMS-LENGTH THIRD-PARTY SUPPLIER/MANUFACTURER. Contractor certifies that Contractor has an 'arms-length' commercial relationship with the entity(ies) supplying the Supplier/Manufacturer Price Increase Documentation and is independent of such third-party supplier/manufacture (e.g., Contractor is not a subsidiary, parent, or affiliated entity with such third-party supplier/manufacture and Contractor's principals are not a principal of such third-party).
4. THIRD-PARTY SUPPLIER/MANUFACTURER PRICE INCREASE. Contractor certifies to the best of Contractor's knowledge that the facts declared in the third-party Supplier/Manufacturer Price Increase Documentation are true and accurate. Contractor further understands and acknowledges that any inaccuracy in Contractor's Certification including the Supplier/Manufacturer Price Increase Documentation shall constitute material breach of the Contract and, notwithstanding any provision to the contrary, Contractor shall have no right to cure such breach.
5. CONTRACTUAL PRICE INCREASE – EFFECTIVE DATE. Contractor certifies that, unless and until, Enterprise Services receives Contractor's Price Adjustment Certification and Supplier/Manufacturer Price Increase Documentation and, in Enterprise Services' reasonable discretion, adjusts the Contract pricing, either by posting updated Contract pricing to Enterprise Services' Contracts and Procurement website or by Contract amendment (with an effective date, post-certification, for such price increase), Contractor shall not adjust Contract prices and shall not delay any order fulfillment for purchase orders under the Contract.

Contractor further certifies that it promptly shall provide written notice within seventy-two (72) hours to Enterprise Services if Contractor learns that any of its certifications set forth herein were erroneous when submitted.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am duly authorized to make these certifications on behalf of the Contractor listed herein.

CONTRACTOR: _____
Print Name of Contractor – Print full legal entity name of the Awarded Contractor

By: _____
Signature of Contractor’s authorized person

Print Name of person making certifications for Contractor

Title: _____
Title of person signing certificate

Place: _____
Print city and state where signed

Date: _____

Return this Contractor Price Adjustment Certification to Contract Manager at:
shapoor.naveed@des.wa.gov

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	20622
Rainier Petroleum, LLC 355 Harris Ave, Bellingham WA 98225	Amendment No.:	6
	Effective Date:	November 15, 2024

SIXTH AMENDMENT

TO

CONTRACT NO. 05718

MARINE REFUELING SERVICES AND FUELS

This Sixth Amendment (“Amendment”) to Contract No. 05718 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 Rainier Petroleum, LLC, a Washington Limited Liability Company (“Contractor”) and is dated as of November 15, 2024.

RECITALS

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 05718 dated effective as of December 16, 2018 (“Contract”).
- B. The Parties previously amended the Contract five (5) times.
 - (1) December 18, 2018, Amendment #1 to clarify Biodiesel pricing and amend and replace Fuel Price Tables for ULSD Dyed, Biodiesel, and Diesel Exhaust Fluid.
 - (2) January 23, 2019, Amendment #2 to clarify Weekend deliveries.
 - (3) June 17, 2019, Amendment #3 to add terminals for Vessel-to-Vessel fueling.
 - (4) April 17, 2020, Amendment #4 to include language on Fueling Multiple Vessels at One Terminal.
 - (5) May 1, 2023, Amendment #5 to:
 - (a) Insert new Sub-section 3.3.1. Economic Adjustment;
 - (b) Modify Sub-Section 1.1. Performance Goals for Contract Extension; and
 - (c) Grant price increase for delivery services fee and adders & multipliers.
- C. The Parties now desire to amend § 4.6. Pay Equality, of the Contract, to replace it with an updated ‘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.

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. PAY EQUALITY- SUBSECTION 4.6: This subsection is hereby deleted in its entirety and replaced by the following in lieu thereof:

4.6 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 16 (General Provisions) as a new subsection:

16.24 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.

**RAINIER PETROLEUM, LLC,
A WASHINGTON LIMITED LIABILITY COMPANY**

By: 

Name: Dennis J. Cassidy Jr

Title: President & CEO

Date: 12/11/2024

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: Michellee M. Jemmott

Name: Michellee Jemmott

Title: Procurement Supervisor

Date: 12/12/2024