

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

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

**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:

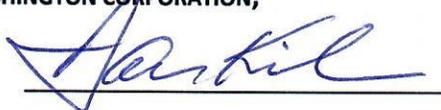
- 1. **VESSEL-TO-VESSEL FUEL TABLE.** Table 5 of the Contract is hereby amended by deleting the existing "Fuel Price Table 5 – Vessel-To-Vessel" in its entirety and inserting the attached as "Fuel Price Table 5 – Vessel-To-Vessel."
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the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

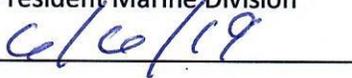
By: _____



Name: Dan Kovacich

Title: Vice President Marine Division

Date: _____



**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

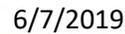
By: _____



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