

Contract Amendment Marine Refueling Over the Water

Contract number – 07613

Date Issued: 11/18/15

Effective Date: Upon Approval by DES

Amendment Number: 3

Contractor Name: Connell Oil Inc

This contract amendment is issued under the provisions of Contract 07613. The changes authorized are within the scope of the original contract. All rights and obligations of the parties are governed by the terms of the original contract, including any subsequent amendments, which are hereby incorporated by reference.

Purpose of Amendment

This Amendment is entered into between the State of Washington, Department of Enterprise Services (DES) and Connell Oil Inc. The parties agree to extend the term of the Master Contract for a term of two (2) years from January 13, 2016 to January 13, 2018 OR until a replacement contract is awarded and implemented, whichever comes first. All other provisions and terms of Master Contract 07613, shall remain in full force and effect.

Authorizing Signatures For Contractor:

Contact: Jeffrey Garoutte

Connell Oil Inc.

Address: P.O. Box 3998

Pasco, WA 99302

Phone: (509) 547-3326

jeff@connelloil.com

Signature

Date 11/24/15


Brad Bell

For State of Washington:

Contact: Keith Farley

Title: Contracts Specialist

Washington Department of Enterprise Services (DES)

PO Box 41411

Olympia WA 98504-1411

(360) 407-9419

keith.farley@des.wa.gov

Signature

Date


11/24/15

DES Authorizing Manager:

Signature

Date

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	07613
Connell Oil, Inc. 1015 North Oregon Ave Pasco, WA 99302	Amendment No.:	02
	Effective Date:	October 1, 2017

AMENDMENT TWO
TO
CONTRACT NO. 07613
OVER THE WATER MARINE REFUELING

This Second Amendment ("Amendment") to Contract No. 07613 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 Connell Oil, Inc., a Washington corporation ("Contractor") and is effective as of October 1, 2017.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 07613 dated effective as of January 14, 2014 ("Contract").
- B. The Parties previously amended the Contract one time.
- C. The Parties intend to amend the Contract to adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after October 1, 2017. Contract purchases made prior to October 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after October 1, 2017 will be subject to the VMF set forth in this amendment.
- D. The amendment set forth herein is within the scope of the Contract.
- E. 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. **VENDOR MANAGEMENT FEE.** Effective October 1, 2017 the Contract is hereby amended by deleting the existing Section 4.8 in its entirety and inserting the following in lieu thereof:

VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.50 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Contract sales
invoiced (not including sales tax) x .0150.

- (b) The VMF must not be shown as a separate line item on any invoice as specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

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.

CONNELL OIL, INC.
A WASHINGTON CORP

By: 

Name: Jeffrey Garoutte

Title: Fuel Sales Manager

Date: 9/27/17

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 

Name: Keith Farley

Title: Contracts Specialist

Date: 9/27/17

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	07613
	Amendment No.:	03
Connell Oil, Inc. 1015 North Oregon Ave Pasco, WA 99302	Effective Date:	January 14, 2017

AMENDMENT THREE
TO
CONTRACT No. 07613
OVER THE WATER MARINE REFUELING

This Third Amendment ("Amendment") to Contract No. 07613 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 Connell Oil, Inc., a Washington corporation ("Contractor") and is effective as of January 14, 2018.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 07613 dated effective as of January 14, 2014 ("Contract").
- B. The Parties previously amended the Contract two times. The two amendments were issued as follows:
 - A#1 issued November 24, 2015 – Extension
 - A#2 issued September 27, 2017 – Vendor Management Fee
- 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. Term. Term of contract is amended to extend for a four (4) years, expiring January 13, 2022.
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.

CONNELL OIL, INC.
A WASHINGTON CORP

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: _____

By: _____

Name: Jeffrey Garoutte

Name: Keith Farley

Title: Fuel Sales Manager

Title: Contracts Specialist

Date: _____

Date: _____

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

Connell Oil, Inc.
1015 North Oregon Ave
Pasco, WA 99302

**FOURTH AMENDMENT
TO
CONTRACT NO. 07613
OVER THE WATER MARINE REFUELING**

This Fourth Amendment ("Amendment") to Contract No. 07613 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 Connell Oil, Inc., a Washington corporation ("Contractor") and is dated and effective as of January 14, 2022.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 07613 for Over the Water Marine Refueling dated effective as of January 14, 2014 ("Contract").
- B. The Parties previously amended the Contract three times. The three amendments issued are as follows:
 - Amendment 1 issued November 24, 2015 – Extension
 - Amendment 2 issued September 27, 2017 – Vendor Management Fee
 - Amendment 3 issued January 14, 2018 – Extension
- 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. **TERM.** Term of contract is amended to extend contract twenty-four (24) months, to January 13, 2024.
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.

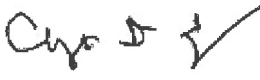
4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized 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.

**CONNELL OIL, INC.,
A WASHINGTON CORPORATION**

By: 
Name: Jeffrey Garoutte
Title: Fuel Sales Manager
Date: 12/7/2021

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Clayton Long
Title: Contracts Specialist 3
Date: December 6, 2021