

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	08721
Christensen, Inc. 1060 Jadwin Ave Ste 150 Richland, WA 99352	Amendment No.:	1
	Effective Date:	October 15, 2024

**FIRST AMENDMENT
TO
CONTRACT NO. 08721
FUELS: GASOLINE, DIESEL, AND RENEWABLES**

This First Amendment (“Amendment”) to Contract No. 08721 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 Christensen, Inc., a Washington corporation (“Contractor”) and is dated and effective as of October 15, 2024.

RECITALS

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 08721 for Fuels: Gasoline, Diesel, and Renewables dated effective as of July 15, 2024 (“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. SOUTHWEST REGION FOR WILL CALL AND RENEWABLE DIESEL ADDED TO *EXHIBIT B-PRICES*: Pursuant to §3.11. Additional Awards, Regional Master Contract Competitive Solicitation – No. 08721fuels: Gasoline, Diesel, & Renewable, Enterprise Services issued additional awards in response to the Purchasers’ needs and to meet the best interest of the State of Washington by amending the Contract to include the Southwest region for Will Call and Renewable Diesel categories into *Exhibit B-Prices* as follows:

Southwest			
Clark, Cowlitz, Klickitat, Lewis, Pacific, Skamania, and Wahkiakum			
Renewable Diesel			
Fuel Type	Rack Locations	OPIS Rate Description	OPIS Low +/- (\$)
Diesel ULSD #1 and 2 Clear /Dyed	Portland	OPIS Gross Ultra Low Sulfur Distillate Prices (No. 1 and 2 Clear /Dyed, Low Rack)	0.099
Biodiesel 99% (Clear/Dyed)	Portland	OPIS Gross Wholesale B99 SME Biodiesel Prices'' (w/o Rin, LOW RACK)	0.500
B20/R80 blend	Portland (ULSD)	Sum of 80% of renewable rate and 20% of biodiesel 99% rate in that respective region	0.099
Renewable Diesel	Portland (ULSD)	OPIS Gross Ultra Low Sulfur Distillate Prices (No.2, Low Rack)	0.149
Range of Miles			Cost of delivery (\$)
drop fee (for all miles)			150.00
66-98			150.00
99-131			300.00
132 +			450.00

Southwest	
Clark, Cowlitz, Klickitat, Lewis, Pacific, Skamania, and Wahkiakum	
Will Call	

Fuel Type	Rack Locations	OPIS Rate Description	OPIS Low +/- (\$)
Full Load			
Gasoline Unleaded All Types	Portland	<p>“OPIS Gross Clear Prices” (7.8 RVP, Unl, LOW RACK)</p> <p>“OPIS Gross Clear Prices” (9.0 RVP, Unl, LOW RACK)</p> <p>“OPIS Gross CBOB Ethanol (10%) Prices” (7.8 RVP, Unl, LOW RACK)</p> <p>“OPIS Gross CBOB Ethanol (10%) Prices” (9.0 RVP, Unl, LOW RACK)</p> <p>“OPIS Gross E-85 Prices” (Unl, LOW RACK)</p>	0.01
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Portland	<p>“OPIS Gross Ultra Low Sulfur Distillate Prices” (No. 1, LOW RACK)</p> <p>“OPIS Gross Ultra Low Sulfur Distillate Prices” (No. 2, LOW RACK)</p> <p>“OPIS Gross Ultra Low Sulfur Red Dye Distillate Prices” (No. 1, LOW RACK)</p> <p>“OPIS Gross Ultra Low Surtur Red Dye Distillate Prices” (No. 2, LOW RACK)</p> <p>“OPIS Gross Wholesale B5 SME Biodiesel Prices” (ULS No. 2, LOW RACK)</p> <p>“OPIS Gross Wholesale B10 SME Biodiesel Prices” (ULS No. 2, LOW RACK)</p>	0.03

Biodiesel 20%	Portland	"OPIS Gross Wholesale B20 SME Biodiesel Prices" (ULS No. 2, LOW RACK)	0.01
Biodiesel 99%	Portland	"OPIS Gross Wholesale B99 SME Biodiesel Prices" (w/o Rin, LOW RACK)	0.03
7,500 gallons up to Full Load			
Gasoline Unleaded All Types	Portland	<p>OPIS Gross Clear Prices" (7.8 RVP, Unl, LOW RACK)</p> <p>"OPIS Gross Clear Prices" (9.0 RVP, Unl, LOW RACK)</p> <p>"OPIS Gross CBOB Ethanol (10%) Prices" (7.8 RVP, Unl, LOW RACK)</p> <p>"OPIS Gross CBOB Ethanol (10%) Prices" (9.0 RVP, Unl, LOW RACK)</p> <p>"OPIS Gross E-85 Prices" (Unl, LOW RACK)</p>	0.020
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Portland	<p>"OPIS Gross Ultra Low Sulfur Distillate Prices" (No. 1, LOW RACK)</p> <p>"OPIS Gross Ultra Low Sulfur Distillate Prices" (No. 2, LOW RACK)</p> <p>"OPIS Gross Ultra Low Sulfur Red Dye Distillate Prices" (No. 1, LOW RACK)</p> <p>"OPIS Gross Ultra Low Surtur Red Dye Distillate Prices" (No. 2, LOW RACK)</p> <p>"OPIS Gross Wholesale B5 SME Biodiesel Prices" (ULS No. 2, LOW RACK)</p> <p>"OPIS Gross Wholesale B10 SME Biodiesel Prices" (ULS No. 2, LOW RACK)</p>	0.020

Biodiesel 20%	Portland	“OPIS Gross Wholesale B20 SME Biodiesel Prices” (ULS No. 2, LOW RACK)	0.099
Biodiesel 99%	Portland	“OPIS Gross Wholesale B99 SME Biodiesel Prices” (w/o Rin, LOW RACK)	0.099
5,000 gallons to 7,500 gallons			
Gasoline Unleaded All Types	Portland	<p>OPIS Gross Clear Prices” (7.8 RVP, Unl, LOW RACK)</p> <p>“OPIS Gross Clear Prices” (9.0 RVP, Unl, LOW RACK)</p> <p>“OPIS Gross CBOB Ethanol (10%) Prices” (7.8 RVP, Unl, LOW RACK)</p> <p>“OPIS Gross CBOB Ethanol (10%) Prices” (9.0 RVP, Unl, LOW RACK)</p> <p>“OPIS Gross E-85 Prices” (Unl, LOW RACK)</p>	0.075
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Portland	<p>“OPIS Gross Ultra Low Sulfur Distillate Prices” (No. 1, LOW RACK)</p> <p>“OPIS Gross Ultra Low Sulfur Distillate Prices” (No. 2, LOW RACK)</p> <p>“OPIS Gross Ultra Low Sulfur Red Dye Distillate Prices” (No. 1, LOW RACK)</p> <p>“OPIS Gross Ultra Low Surtur Red Dye Distillate Prices” (No. 2, LOW RACK)</p> <p>“OPIS Gross Wholesale B5 SME Biodiesel Prices” (ULS No. 2, LOW RACK)</p> <p>“OPIS Gross Wholesale B10 SME Biodiesel Prices” (ULS No. 2, LOW RACK)</p>	0.075

Biodiesel 20%	Portland	“OPIS Gross Wholesale B20 SME Biodiesel Prices” (ULS No. 2, LOW RACK)	0.129
Biodiesel 99%	Portland	“OPIS Gross Wholesale B99 SME Biodiesel Prices” (w/o Rin, LOW RACK)	0.129
Up to 5,000 gallons			
Gasoline Unleaded All Types	Portland	<p>OPIS Gross Clear Prices” (7.8 RVP, Unl, LOW RACK)</p> <p>“OPIS Gross Clear Prices” (9.0 RVP, Unl, LOW RACK)</p> <p>“OPIS Gross CBOB Ethanol (10%) Prices” (7.8 RVP, Unl, LOW RACK)</p> <p>“OPIS Gross CBOB Ethanol (10%) Prices” (9.0 RVP, Unl, LOW RACK)</p> <p>“OPIS Gross E-85 Prices” (Unl, LOW RACK)</p>	0.149
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Portland	<p>“OPIS Gross Ultra Low Sulfur Distillate Prices” (No. 1, LOW RACK)</p> <p>“OPIS Gross Ultra Low Sulfur Distillate Prices” (No. 2, LOW RACK)</p> <p>“OPIS Gross Ultra Low Sulfur Red Dye Distillate Prices” (No. 1, LOW RACK)</p> <p>“OPIS Gross Ultra Low Surtur Red Dye Distillate Prices” (No. 2, LOW RACK)</p> <p>“OPIS Gross Wholesale B5 SME Biodiesel Prices” (ULS No. 2, LOW RACK)</p> <p>“OPIS Gross Wholesale B10 SME Biodiesel Prices” (ULS No. 2, LOW RACK)</p>	0.149

Biodiesel 20%	Portland	“OPIS Gross Wholesale B20 SME Biodiesel Prices” (ULS No. 2, LOW RACK)	0.149
Biodiesel 99%	Portland	“OPIS Gross Wholesale B99 SME Biodiesel Prices” (w/o Rin, LOW RACK)	0.350
Range of Miles			Cost of delivery (\$)
drop fee (for all miles)			150.00
66-98			150.00
99-131			300.00
132 +			450.00

2. EXHIBIT B- PRICES: Renewable Diesel table of Exhibit B- Prices, is hereby revised by the following table. This revision has lowered the Renewable Diesel Drop fee (for all miles) in the Northwest 1 region from \$ 675.00 to \$150.00. Revision is marked in red:

Northwest 1 King and Snohomish Counties			
Renewable Diesel			
Fuel Type	Rack Locations	OPIs Rate Description	OPIS Low +/- (\$)
Diesel ULSD #1 and 2 Clear /Dyed	Seattle	OPIS Gross Ultra Low Sulfur Distillate Prices (No. 1 and2 Clear /Dyed, Low Rack)	0.000 0.069
Biodiesel 99% clear/dyed	Portland	OPIS Gross Wholesale B99 SME Biodiesel Prices” (w/o Rin, LOW RACK)	0.450 0.069

B20/R80 blend	Portland (ULSD)	Sum of 80% of renewable rate and 20% of biodiesel 99% rate in that respective region	0.090 0.069
Renewable Diesel	Seattle (ULSD)	OPIS Gross Ultra Low Sulfur Distillate Prices (No.2, Low Rack)	0.000 0.069
Range of Miles			Cost of delivery (\$)
drop fee (for all miles)			675.00 150.00
66-98			100.00 150.00
99-131			100.00 300.00
132 +			100.00 450.00

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.

CHRISTENSEN, INC.
A WASHINGTON CORPORATION

By: Anthony Christensen
Name: Anthony Christensen
Title: President
Date: 9/23/2024

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Michellee M. Jemmott
Name: Michellee Jemmott
Title: Procurement Supervisor
Date: 10/08/2024

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	08721
Christensen, Inc. 1060 Jadwin Ave Ste 150 Richland, WA 99352	Amendment No.:	2
	Effective Date:	January 1, 2025

SECOND AMENDMENT
TO
CONTRACT NO. 08721
FUELS: GASOLINE, DIESEL, AND RENEWABLES

This Second Amendment ("Amendment") to Contract No. 08721 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 Christensen, Inc., a Washington corporation ("Contractor") and is dated and effective as of January 1, 2025.

RECITALS

- A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 08721 for Fuels: Gasoline, Diesel, and Renewables dated effective as of July 15, 2024("Contract").
- B. The Parties previously amended the Contract one (1) time.
 - 1. October 15, 2024, Amendment #1 to add the Southwest region for Will Call and Renewable Diesel categories into Exhibit B-Prices.
- C. The Parties now desire to amend the Contract to extend the contract term and to revise section 1. Term, of the contract.
- D. 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. **CONTRACT EXTENSION.** Contract term is hereby extended (a)through December 31, 2026, or (b) until a new contract comes into full force and effect, in this case, the new contract shall replace this contract; whichever occurs first.
- 2. **Section 1. TERM:** This section is hereby amended by deleting the existing section 1 in its entirety and inserting the following language:

§1. **TERM.** The term of this Contract is five and a half (5.5) months, commencing July 15, 2024, and ending December 31, 2024; Provided, however, that if Contractor is not in default and if, by October

15, 2024, in Enterprise Services' reasonable judgment, Contractor satisfactorily has met the performance-based goals for contract extension, Enterprise Services shall extend the term of this Contract, by written amendment, for up to twenty-four (24) additional months. Such extension amendment shall be on the same terms and conditions as set forth in this Contract. To earn the performance-based Contract term extension, Contractor must achieve the following performance-based metrics:


PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Fuel Specifications:	Continuously meets or exceeds the Fuel Requirements set forth in Exhibit A.
Fuel Delivery Requirements:	Meets or exceeds the Fuel Delivery Requirements set forth in Master Contract ninety percent (90%) of the time for each Purchaser.
Timely Delivery:	Must meet the delivery window for at least 97% of all deliveries.
Insurance Endorsements:	Timely provide to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Master Contract. See Exhibit C – Insurance Requirements at § 4.
Vendor Management Fee:	Timely remit to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF). <i>Note: Contractor must pay the VMF within thirty (30) days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first nine (9) quarters of the Master Contract term, Contractor will not be eligible for a performance-based extension.</i>
Master Contract Sales Reports:	Timely provide to Enterprise Services, with no less than a 75% on time rate over the contract term, the required Master Contract quarterly sales reports. <i>Note: Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) days of the quarter's end. If Contractor is delinquent in providing the quarterly sales reports for three (3) or more quarters within the first nine (9) quarters of the Master Contract term, Contractor will not be eligible for a performance-based extension.</i>

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.

**CHRISTENSEN, INC.,
A WASHINGTON CORPORATION**

By: 
Name: TRAVIS PAULSEN
Title: VICE PRESIDENT
Date: 12-10-24

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Michellee Jemmott
Title: Procurement Supervisor
Date: 12/20/2024