

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

PetroCard, Inc.
730 Central Ave. S.
Kent, WA 98032

**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 (“State”) and PetroCard Inc., a Washington corporation (“Contractor”) and is dated as of May 1, 2022.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 08721 for Fuels: Gasoline, Diesel, and Renewables dated effective as of January 1, 2022 (“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. NEW SECTION UNDER TIMELY INVOICE. Adding subheading (h) to (i) to Section 9.2 Timely Invoice is hereby added to the contract as follows:

(h). For each relevant line item for fuel, Contractor will invoice purchaser utilizing the OPIS rate, relevant rack locations, and apply Contractor OPIS +/- from Exhibit B Prices to determine the price for Purchasers. Contractor will utilize the OPIS base rate for each relevant fuel types, see chart below. If the relevant OPIS rate for any ordered fuel types are not available, Contractor will work with Purchasers to determine the relevant OPIS rate for the fuel purchase.

Fuel Types	OPIS rate
Gas UNL Regular 7.8 RVP	“OPIS Gross Clear Prices” (7.8 RVP, Unl, LOW RACK)
Gas UNL Regular 9.0 RVP	“OPIS Gross Clear Prices” (9.0 RVP, Unl, LOW RACK)
Ethanol 10% 7.8 RVP UNL	“OPIS Gross CBOB Ethanol (10%) Prices” (7.8 RVP, Unl, LOW RACK)

Ethanol 10% 9.0 RVP UNL	"OPIS Gross CBOB Ethanol (10%) Prices" (9.0 RVP, Unl, LOW RACK)
E85% UNL	"OPIS Gross E-85 Prices" (Unl, LOW RACK)
ULSD #1 Clear	"OPIS Gross Ultra Low Sulfur Distillate Prices" (No. 1, LOW RACK)
ULSD #2 Clear	"OPIS Gross Ultra Low Sulfur Distillate Prices" (No. 2, LOW RACK)
ULSD #1 Dyed	"OPIS Gross Ultra Low Sulfur Red Dye Distillate Prices" (No. 1, LOW RACK)
ULSD #2 Dyed	"OPIS Gross Ultra Low Surtur Red Dye Distillate Prices" (No. 2, LOW RACK)
Biodiesel B5	"OPIS Gross Wholesale B5 SME Biodiesel Prices" (ULS No. 2, LOW RACK)
Biodiesel B10	"OPIS Gross Wholesale B10 SME Biodiesel Prices" (ULS No. 2, LOW RACK)
Biodiesel B20	"OPIS Gross Wholesale B20 SME Biodiesel Prices" (ULS No. 2, LOW RACK)
Biodiesel 99 (clear / dyed)	"OPIS Gross Wholesale B99 SME Biodiesel Prices" (w/o Rin, LOW RACK)
B20/R80 blend	sum of 80% of renewable rate and 20% of the biodiesel 99% rate in that respective region
Renewable Diesel	"OPIS Gross Ultra Low Sulfur Distillate Prices" (No. 2, LOW RACK)
Isobutanol	"OPIS Gross Clear Prices" (9.0 RVP, Unl, LOW RACK)
Bio-isooctane	"OPIS Gross Clear Prices" (9.0 RVP, Unl, LOW RACK)

- I. Contractor will use OPIS rates from the OPIS Calendar Day benchmark report.
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.

**PETROCARD INC.,
A WASHINGTON CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: *Laura Yellig*

By: *D. Mgebroff*

Name: Laura Yellig

Name: David Mgebroff

Title: President and CEO

Title: Procurement Supervisor

Date: 4/29/2022

Date: May 2, 2022






ContractAmendment_08721_v2PetroCard

Final Audit Report

2022-05-02

Created:	2022-04-29
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-  Document created by breann aggers (breann.aggers@des.wa.gov)
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State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

PetroCard, Inc.
730 Central Ave. S.
Kent, WA 98032

**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 (“State”) and PetroCard Inc., a Washington corporation (“Contractor”) and is dated as of May 16, 2022.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 08721 for Fuels: Gasoline, Diesel, and Renewables dated effective as of January 1, 2022 (“Contract”).
- B. The Parties previously amended the Contract one (1) time.
 - a. Amendment 1 effective May 1, 2022.
- 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:

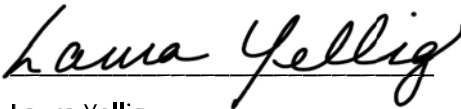
- 1. EXHIBIT C- INSURANCE REQUIREMENTS. Exhibit C – Insurance Requirements of the Contract is hereby amended by deleting the existing Exhibit C in its entirety and inserting the attached Exhibit C – Insurance Requirements (dated May 16, 2022).
- 2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, 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.

**PETROCARD INC.,
A WASHINGTON CORPORATION**

By: 

Name: Laura Yellig

Title: President and CEO

Date: 5/17/2022

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 

Name: David Mgebroff

Title: Procurement Supervisor

Date: May 18, 2022

INSURANCE REQUIREMENTS
(dated May 16, 2022)

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$5,000,000 per occurrence and \$5,000,000 general aggregate. Explosion, Collapse, & Underground Damage (XCU) coverage shall be included. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
 - d. **CONTRACTOR'S POLLUTION LIABILITY INSURANCE.** Pollution liability insurance coverage (to include, without limitation, loading and unloading of all Fuel Products) with a combined single limit per occurrence of not be less than \$15,000,000, or the equivalent. Such insurance shall provide coverage for bodily injury, including death; loss or damage to property, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and costs and expenses incurred in the investigation, defense or settlement of claims. Such coverage shall provide coverage for both on-site and off-site clean-up costs and cover gradual and sudden pollution.
 - e. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** Commercial automobile liability insurance covering the ownership, maintenance, and/or use of all owned/leased, non-owned, and hired vehicles used in the performance of the Master Contract, with limits of not less than \$40,000,000 per accident, with a combined single limit for bodily injury and property damage liability. Coverage shall be provided on Insurance Services Office (ISO) form number CA 0001 or an equivalent. If pollutants are to be transported, MCS 90 and CA 9948 (in transit pollution risks coverage) endorsements are required. The required limits can be satisfied by any combination of primary, umbrella, or excess policy.

The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts

of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Commercial General Liability, Commercial Automobile Liability, and Contractor's Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds for full coverage and policy limits evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Master Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.** All Certificates of Insurance and any related endorsements or other insurance documents shall be delivered to Enterprise Services by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as Enterprise Services may specify in writing:

US Mail: Contracts & Procurement – Master Contract Insurance Certificate
Master Contract No. 08721 – Fuels: Gasoline, Diesel, and Renewables
Attn: Breann Aggers
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-141

Email: Breann.aggers@des.wa.gov

Note: For Email notice, the Email Subject line must state:
**Master Contract Insurance Certificate – Master Contract No. 08721
– Fuels: Gasoline, Diesel, and Renewables**

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional

insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.

8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.

9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Master Contract.






PetroCard AMD2

Final Audit Report

2022-05-18

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By:	breann aggers (breann.aggers@des.wa.gov)
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-  Agreement completed.
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PetroCard, Inc.
730 Central Ave. S.
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**THIRD AMENDMENT
TO
CONTRACT NO. 08721
FUELS: GASOLINE, DIESEL, AND RENEWABLES**

This Third 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 (“State”) and PetroCard Inc., a Washington corporation (“Contractor”) and is dated as of June 6, 2022.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 08721 for Fuels: Gasoline, Diesel, and Renewables dated effective as of January 1, 2022 (“Contract”).
- B. The Parties previously amended the Contract two (2) times.
 - a. Amendment 1 effective May 1, 2022.
 - b. Amendment 2 effective May 16, 2022.
- 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. UPDATE SECTION UNDER TIMELY INVOICE, SUBHEADING H. Update the fuel types and OPIS rate chart in Section 9.2 Timely Invoice to subheading h to include:

Fuel Types	OPIS rate
Biodiesel 99 (dyed)	“OPIS Gross Wholesale B99 SME DYE SME Biodiesel Prices” (w/o Rin w Rin, LOW RACK)


- 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.

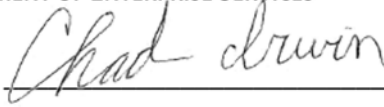
4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized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

**PETROCARD INC.,
A WASHINGTON CORPORATION**

By: 
Name: Laura Yellig
Title: President and CEO
Date: 06/03/2022

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Chad Irwin
Title: Contracts & Procurement Supervisor
Date: 06/06/2022

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.	08721
	Amendment No.	4
PetroCard, Inc. 730 Central Ave. S. Kent, WA 98032	Effective Date	06.15.2023

FOURTH AMENDMENT
TO
STATEWIDE CONTRACT No. 08721
FUELS: GASOLINE, DIESEL, AND RENEWABLES

This Fourth 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 (“State”), and PetroCard Inc., a Washington corporation (“Contractor”) and is dated as of June 15, 2023.

R E C I T A L S

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 08721 for Fuels: Gasoline, Diesel, and Renewables dated effective as of January 1, 2022 (“Contract”).
- B. The Parties previously amended the Contract three (3) times.
 - I. Amendment #1 with an effective date of May 1, 2022, to insert sub-heading (h) to (l) to Section 9.2 Timely Invoice.
 - II. Amendment #2 with an effective date of May 16, 2022, to amend by deleting the existing Exhibit C in its entirety and inserting the new Exhibit C – Insurance Requirements.
 - III. Amendment #3 with an effective date of June 6, 2022, to Update the fuel types and OPIS rate chart in Section 9.2 Timely Invoice to subheading h to include Biodiesel 99 (dyed).
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. ADDING SOUTHWEST AND OLYMPIC REGIONS FOR RENEWABLE DIESEL TO EXHIBIT B *PRICES*: Pursuant to §3.1.1. Additional Awards, of the Statewide Contract, Enterprise Services intends to issue 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 and Olympic regions for Renewable Diesel into Exhibit B *Prices* as follows:

Olympic Clallam, Grays Harbor, Jefferson, Kitsap, Mason, Pierce, and Thurston 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 and 2 Clear /Dyed, Low Rack)	-0.03
Biodiesel 99% clear/dyed	Portland	OPIS Gross Wholesale B99 SME Biodiesel Prices" (w/o Rin, LOW RACK)	0.00
B20/R80 blend	Portland (ULSD)	Sum of 80% of renewable rate and 20% of biodiesel 99% rate in that respective region	0.50
Renewable Diesel	Tacoma (ULSD)	OPIS Gross Ultra Low Sulfur Distillate Prices (No.2, Low Rack)	0.23
Range of Miles			Cost of delivery (\$)
drop fee (for all miles)			665.00
66-98			500.00
99-131			750.00
132 +			1000.00

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	Seattle	OPIS Gross Ultra Low Sulfur Distillate Prices (No. 1 and 2 Clear /Dyed, Low Rack)	-0.03
Biodiesel 99% (Clear/Dyed)	Portland	OPIS Gross Wholesale B99 SME Biodiesel Prices" (w/o Rin, LOW RACK)	0.00
B20/R80 blend	Portland (ULSD)	Sum of 80% of renewable rate and 20% of biodiesel 99% rate in that respective region	0.50
Renewable Diesel	Tacoma (ULSD)	OPIS Gross Ultra Low Sulfur Distillate Prices (No.2, Low Rack)	0.23
Range of Miles			Cost of delivery (\$)
drop fee (for all miles)			665.00
66-98			500.00
99-131			750.00
132 +			1000.00

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. 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.
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.

**PETROCARD INC.,
A WASHINGTON CORPORATION**

By: *Laura Yellig*
Name: Laura Yellig
Title: President & CEO
Date: 6/8/2023

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: *Kelli Carmony*
Name: Kelli Carmony
Title: Procurement Supervisor
Date: 6/9/23

State of Washington Contracts & Procurement Division – Internal Contracts Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	08721
PetroCard, Inc. 730 Central Ave. S. Kent, WA 98032	Amendment No.:	5
	Effective Date:	04.15.2024

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

This Fifth 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 PetroCard Inc., a Washington corporation (“Contractor”) and is dated and effective as of April 15, 2024.

R E C I T A L S

- 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 January 1, 2022 (“Contract”).
- B. The Parties previously amended the Contract four (4) times.
 - I. Amendment #1 with an effective date of May 1, 2022, to insert sub-heading (h) to (l) to Section 9.2 Timely Invoice.
 - II. Amendment #2 with an effective date of May 16, 2022, to amend by deleting the existing Exhibit C in its entirety and inserting the new Exhibit C – Insurance Requirements.
 - III. Amendment #3 with an effective date of June 6, 2022, to update the fuel types and OPIS rate chart in Section 9.2 Timely Invoice to subheading h to include Biodiesel 99 (dyed).
 - IV. Amendment #4 with an effective date of June 15, 2023, to add Southwest and Olympic regions for Renewable Diesel to the Contract.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract to require the Contractor to define Cap-At-Rack and LCFS costs in the invoices as separate line items.

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. INSERTING NEW ITEMS INTO SUB-SECTION 9.1. CONTRACTOR INVOICE. The below items are hereby added to § 9.1. Contractor Invoice, of the Statewide Contract:

- (j) Cap-At-the-Rack Cost; and
- (k) LCFS Cost.

Contractor shall list Cap-at-the-Rack and LCFS costs as separate line items in the invoices as shown in Attachment 1: Sample Invoice; and shall ensure transparency and accuracy when preparing and processing invoices.

2. REVISING SUB-SECTION 9.2(c): §9.2(c) is hereby revised as following:

“(c) Prices of all fuels on each invoice will be based on the With CAR OPIS rates listed from the day before delivery. This pricing mechanism is intended to allow for invoices to be provided at the time of delivery.

Contractor shall ensure that the prices invoiced (fuel price + Cap at the Rack Cost, and + LCFS cost if applicable) match the prices listed on the Enterprise Services’ website (link [DESFuelPricePage.xls \(live.com\)](https://www.deslive.com/DESFuelPricePage.xls)).”

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 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.

**PETROCARD INC.,
A WASHINGTON CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: *Laura Yellig*
Name: Laura Yellig
Title: President & CEO
Date: Apr 10, 2024

By: *Ricky Vang*
Name: Ricky Vang
Title: Interim Procurement Supervisor
Date: 4/15/2024



Invoice

Invoice Number: 8265071-IN
 Invoice Date: 03/18/2024
 Invoice Due Date: 04/17/2024
 Customer Number: 20-0108478

Remit to:
 po box 34243
 seattle, wa 98124-1243

Order Date: 03/18/2024
 Ship Date: 03/18/2024
 Salesperson: Rvan McShane

Sold To:
 WA ST NW1 South
 WA ST NW1 South
 Olympia,

Ship To:
 City of Kent
 5821 S 240th St
 Kent, WA 98032STAT

Item Number	Unit	Ordered	Shipped	Warehouse	Price	Amount
UNL10E	GAL	8,803.00	8,803.00	C01	3.0137	26,529.60
UNLEADED 10% ETHANOL						
Price includes CAR 0.22750 - Total of \$2,002.68						
Price includes LCFS 0.01140 - Total of \$100.35						
Federal LUST Tax - Gas					0.00100	8.80
Federal Superfund Fee Recovery					0.00364	32.04
Oil Spill Tax - Gas					0.00193	16.99
WA State Excise Tax - Gas					0.49400	4,348.68
WA Hazardous Substance Tax					0.03330	293.14
WA Petroleum Products Tax					0.00904	79.58
					<hr/>	
					3.55661	31,308.83
DSL2U	GAL	2,001.00	2,001.00	C01	2.8413	5,685.44
DSL ULTRA LOW SULFUR CLEAR #2						
Price includes CAR 0.29470 - Total of \$589.68						
Price includes LCFS 0.01160 - Total of \$23.21						
Federal LUST Tax - Diesel					0.00100	2.00
Federal Superfund Fee Recovery					0.00405	8.10
Oil Spill Tax - Diesel					0.00214	4.28
WA State Excise Tax - Diesel					0.49400	988.49
WA Hazardous Substance Tax					0.03330	66.63
WA Petroleum Products Tax					0.00852	17.05
					<hr/>	
					3.38431	6,771.99
DROPNT	EACH	1.00	1.00	C01	675.0000	675.00
Drop and Delivery Fee						

Please remit payment from this invoice.

All past due invoices incur a finance charge of 1.0% per month (12% per annum).

Net Invoice: 38,755.82
 Less Discount: 0.00
 Freight: 0.00
 Sales Tax: 0.00
 Invoice Total: 38,755.82

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	08721
PetroCard, Inc. 730 Central Ave. S. Kent, WA 98032	Amendment No.:	6
	Effective Date:	04.22.2024

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

This Sixth 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 PetroCard Inc., a Washington corporation (“Contractor”) and is dated and effective as of April 22, 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 January 1, 2022 (“Contract”).
- B. The Parties previously amended the Contract five (5) times.
 - I. Amendment #1 with an effective date of May 1, 2022, inserted sub-heading (h) to (l) to Section 9.2 Timely Invoice.
 - II. Amendment #2 with an effective date of May 16, 2022, Revised Exhibit C – Insurance Requirements.
 - III. Amendment #3 with an effective date of June 6, 2022, updated the fuel types and OPIS rate chart in Section 9.2 Timely Invoice to subheading h to include Biodiesel 99 (dyed).
 - IV. Amendment #4 with an effective date of June 15, 2023, added Southwest and Olympic regions for the Renewable Diesel category to the Contract.
 - V. Amendment #5 with an effective date of April 15, 2024, required the Contractor to define Cap-At-Rack and Low Carbon Fuel Standard (LCFS) costs in the invoices as separate line items.
- 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. EXHIBIT B- PRICES: Olympic and Suthwest-Renewable Diesel tables of Exhibit B- Prices, are hereby revised by the following table. This revision has lowered Renewable Diesel Adder(s) in the Olympic and Southwest regions from \$0.23 to \$0.01. Revisions are marked in red:

Olympic Clallam, Grays Harbor, Jefferson, Kitsap, Mason, Pierce, and Thurston 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)	-0.03
Biodiesel 99% clear/dyed	Portland	OPIS Gross Wholesale B99 SME Biodiesel Prices” (w/o Rin, LOW RACK)	0.00
B20/R80 blend	Portland (ULSD)	Sum of 80% of renewable rate and 20% of biodiesel 99% rate in that respective region	0.50
Renewable Diesel	Tacoma (ULSD)	OPIS Gross Ultra Low Sulfur Distillate Prices (No.2, Low Rack)	0.23 0.01
Range of Miles			Cost of delivery (\$)
drop fee (for all miles)			665.00
66-98			500.00
99-131			750.00
132 +			1000.00

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	Seattle	OPIS Gross Ultra Low Sulfur Distillate Prices (No. 1 and 2 Clear /Dyed, Low Rack)	-0.03
Biodiesel 99% (Clear/Dyed)	Portland	OPIS Gross Wholesale B99 SME Biodiesel Prices" (w/o Rin, LOW RACK)	0.00
B20/R80 blend	Portland (ULSD)	Sum of 80% of renewable rate and 20% of biodiesel 99% rate in that respective region	0.50
Renewable Diesel	Tacoma (ULSD)	OPIS Gross Ultra Low Sulfur Distillate Prices (No.2, Low Rack)	0.23 0.01
Range of Miles			Cost of delivery (\$)
drop fee (for all miles)			665.00
66-98			500.00
99-131			750.00
132 +			1000.00

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.** 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.
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.

**PETROCARD INC.,
A WASHINGTON CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: *Laura Yellig*
Name: Laura Yellig
Title: President & CEO
Date: 4/22/2024

By: *Ricky Vang*
Name: Ricky Vang
Title: Interim Procurement Supervisor
Date: 4/23/2024

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	08721
PetroCard, Inc. 730 Central Ave. S. Kent, WA 98032	Amendment No.:	7
	Effective Date:	July 15, 2024

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

This Seventh 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 PetroCard Inc., a Washington corporation (“Contractor”) and is dated and effective as of July 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 January 1, 2022 (“Contract”).
- B. The Parties previously amended the Contract six (6) times.
 - I. Amendment #1 with an effective date of May 1, 2022, inserted sub-heading (h) to (l) to Section 9.2 Timely Invoice.
 - II. Amendment #2 with an effective date of May 16, 2022, Revised Exhibit C – Insurance Requirements.
 - III. Amendment #3 with an effective date of June 6, 2022, updated the fuel types and OPIS rate chart in Section 9.2 Timely Invoice to subheading h to include Biodiesel 99 (dyed).
 - IV. Amendment #4 with an effective date of June 15, 2023, added Southwest and Olympic regions for the Renewable Diesel category to the Contract.
 - V. Amendment #5 with an effective date of April 15, 2024, required the Contractor to define Cap-At-Rack and Low Carbon Fuel Standard (LCFS) costs in the invoices as separate line items.
 - VI. Amendment #6 with an effective date of April 22, 2024, lowered Renewable Diesel Adder(s) in the Olympic and Southwest regions from \$0.23 to \$0.01.
- 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. NORTHWEST 1 AND NORTHWEST 2 REGIONS FOR RENEWABLE DIESEL ADDED TO *EXHIBIT B-PRICES*: Pursuant to §3.1.1. Additional Awards, of the Statewide Contract, 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 Northwest 1 and Northwest 2 regions for Renewable Diesel category into *Exhibit B-Prices* as follows:

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 and 2 Clear /Dyed, Low Rack)	0.00
Biodiesel 99% clear/dyed	Portland	OPIS Gross Wholesale B99 SME Biodiesel Prices” (w/o Rin, LOW RACK)	0.03
B20/R80 blend	Portland (ULSD)	Sum of 80% of renewable rate and 20% of biodiesel 99% rate in that respective region	0.08
Renewable Diesel	Tacoma (ULSD)	OPIS Gross Ultra Low Sulfur Distillate Prices (No.2, Low Rack)	0.035
Range of Miles			Cost of delivery (\$)
drop fee (for all miles)			675.00
66-98			500.00
99-131			0.01
132 +			0.01

Northwest 2			
Island, Skagit, and Whatcom			
Renewable Diesel			
Fuel Type	Rack Locations	OPIS Rate Description	OPIS Low +/- (\$)
Diesel ULSD #1 and 2 Clear /Dyed	Anacortes	OPIS Gross Ultra Low Sulfur Distillate Prices (No. 1 and 2 Clear /Dyed, Low Rack)	-0.01
Biodiesel 99% (Clear/Dyed)	Portland	OPIS Gross Wholesale B99 SME Biodiesel Prices" (w/o Rin, LOW RACK)	0.04
B20/R80 blend	Portland (ULSD)	Sum of 80% of renewable rate and 20% of biodiesel 99% rate in that respective region	0.08
Renewable Diesel	Tacoma (ULSD)	OPIS Gross Ultra Low Sulfur Distillate Prices (No.2, Low Rack)	0.035
Range of Miles			Cost of delivery (\$)
drop fee (for all miles)			650.00
66-98			500.00
99-131			0.01
132 +			0.01

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.** 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.
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.

**PETROCARD INC.,
A WASHINGTON CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: *Laura Yellig*
Name: Laura Yellig
Title: President & CEO
Date: 6/27/2024

By: *Michellee M. Jemmott*
Name: Michellee Jemmott
Title: Procurement Supervisor
Date: 07/01/2024

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	08721
PetroCard, Inc. 730 Central Ave. S. Kent, WA 98032	Amendment No.:	8
	Effective Date:	October 1, 2024

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

This Eighth 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 PetroCard Inc., a Washington corporation (“Contractor”) and is dated and effective as of October 1, 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 January 1, 2022 (“Contract”).
- B. The Parties previously amended the Contract seven (7) times.
 - 1. May 1, 2022, Amendment #1 to insert sub-heading (h) to (l) to Section 9.2 Timely Invoice.
 - 2. May 16, 2022, Amendment #2 to revise Exhibit C – Insurance Requirements.
 - 3. June 6, 2022, Amendment #3 to update the fuel types and OPIS rate chart in Section 9.2 Timely Invoice to subheading h to include Biodiesel 99 (dyed).
 - 4. June 15, 2023, Amendment #4 to add Southwest and Olympic regions, Renewable Diesel category to the Contract.
 - 5. April 15, 2024, Amendment #5 to require the Contractor to define Cap-At-Rack and Low Carbon Fuel Standard (LCFS) costs in the invoices as separate line items.
 - 6. April 22, 2024, Amendment #6 to lower Renewable Diesel Adder(s) in the Olympic and Southwest regions from \$0.23 to \$0.01.
 - 7. July 15, 2024, Amendment #7 to add Northwest 1 and Northwest 2 regions, Renewable Diesel category to the Contract.
- C. The Parties now desire to amend the Contract to lower renewable diesel delivery fees in the Olympic region and drop fee in the Northwest1 region.
- 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. EXHIBIT B- PRICES: Olympic and Northwest 1-Renewable Diesel tables of Exhibit B- Prices, are hereby revised by the following tables. This revision has lowered delivery fees in the Olympic region and drop fee in the Northwest1 region. Revisions are marked in red:

Olympic			
Clallam, Grays Harbor, Jefferson, Kitsap, Mason, Pierce, and Thurston 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 and 2 Clear /Dyed, Low Rack)	-0.03
Biodiesel 99% clear/dyed	Portland	OPIS Gross Wholesale B99 SME Biodiesel Prices" (w/o Rin, LOW RACK)	0.00
B20/R80 blend	Portland (ULSD)	Sum of 80% of renewable rate and 20% of biodiesel 99% rate in that respective region	0.50
Renewable Diesel	Tacoma (ULSD)	OPIS Gross Ultra Low Sulfur Distillate Prices (No.2, Low Rack)	0.23 0.01
Range of Miles			Cost of delivery (\$)
drop fee (for all miles)			665.00
66-98			500.00 225.00
99-131			750.00 525.00
132 +			1000.00

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 and 2 Clear /Dyed, Low Rack)	0.00
Biodiesel 99% clear/dyed	Portland	OPIS Gross Wholesale B99 SME Biodiesel Prices" (w/o Rin, LOW RACK)	0.03
B20/R80 blend	Portland (ULSD)	Sum of 80% of renewable rate and 20% of biodiesel 99% rate in that respective region	0.08
Renewable Diesel	Tacoma (ULSD)	OPIS Gross Ultra Low Sulfur Distillate Prices (No.2, Low Rack)	0.035
Range of Miles			Cost of delivery (\$)
drop fee (for all miles)			675.00 665.00
66-98			500.00
99-131			0.01
132 +			0.01

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. 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.
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.

PETROCARD INC.,
A WASHINGTON CORPORATION

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: *Laura Yellig*
Name: Laura Yellig
Title: President & CEO
Date: 10/1/24

By: *Michellee M. Jemmott*
Name: Michellee Jemmott
Title: Procurement Supervisor
Date: 10/02/2024

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	08721
PetroCard, Inc. 730 Central Ave. S. Kent, WA 98032	Amendment No.:	9
	Effective Date:	January 1, 2025

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

This Ninth 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 PetroCard 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 January 1, 2022 (“Contract”).
- B. The Parties previously amended the Contract eight (8) times.
 - 1. May 1, 2022, Amendment #1 to insert sub-heading (h) to (i) to Section 9.2 Timely Invoice.
 - 2. May 16, 2022, Amendment #2 to revise Exhibit C – Insurance Requirements.
 - 3. June 6, 2022, Amendment #3 to update the fuel types and OPIS rate chart in Section 9.2 Timely Invoice to subheading h to include Biodiesel 99 (dyed).
 - 4. June 15, 2023, Amendment #4 to add Southwest and Olympic regions, Renewable Diesel category to the Contract.
 - 5. April 15, 2024, Amendment #5 to require the Contractor to define Cap-At-Rack and Low Carbon Fuel Standard (LCFS) costs in the invoices as separate line items.
 - 6. April 22, 2024, Amendment #6 to lower Renewable Diesel Adder(s) in the Olympic and Southwest regions from \$0.23 to \$0.01.
 - 7. July 15, 2024, Amendment #7 to add Northwest 1 and Northwest 2 regions, Renewable Diesel category to the Contract.
 - 8. October 1, 2024, Amendment #8 to lower delivery fees in the Olympic region and drop fee in the Northwest1 region.
- C. The Parties now desire to amend the Contract to extend the contract and to revise section 1. Term, of the contract.

- 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. **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 first occurs.
- 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 Master Contract is thirty-six (36) months, commencing January 1, 2022, and ending December 31, 2024; Provided, however, that if Contractor is not in default and if, by December 31, 2023, in Enterprise Services’ reasonable judgment, Contractor satisfactorily has met the performance-based goals for contract extension, Enterprise Services shall extend the term of this Master Contract, by written amendment, for up to twenty-four (24) additional months. To earn the performance-based Master 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. <i>See Exhibit C – Insurance Requirements</i> at § 4.

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Vendor Management Fee:	<p>Timely remit to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF).</p> <p><i>Note:</i> 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.</p>
Master Contract Sales Reports:	<p>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.</p> <p><i>Note:</i> 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.</p>

3. NONDISCRIMINATION. The following provision is added to the end of section 18 (General Provisions) as a new subsection:

18.24. 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.

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.

**PETROCARD INC.,
A WASHINGTON CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: *Laura Yellig*
Name: Laura Yellig
Title: President & CEO
Date: 12-9-2024

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