



State of Idaho Contract Number 5857 Amendment No. 1

Parties

| Agency | Contractor |
|---|--|
| Department of Administration 650 W. State St. Boise, ID 83702 | John C. Berry & Sons, Inc. PO Box 28 Tetonia, ID 83452 |

Contract Summary

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|--|---|
| Contract Name: Statewide Bulk Fuel Contract Description: Statewide Bulk Fuel Zone 6 Unleaded Fuel and 1 & 2 Dyed Diesel Original Effective Date: July 1, 2024 Current Expiration Date: June 30, 2026 | Current Contract Value: \$1,000,000.00 Contract Usage Type: Open |
|--|---|

Agency Contacts

| Contact Name | Contact Type | Contact Email |
|-----------------------------|------------------------|-----------------------------|
| DOP Contract Administration | Contract Administrator | contractadmin@adm.idaho.gov |

Contractor Contacts

| Contact Name | Contact Phone | Contact Email |
|-----------------|-----------------|-----------------------------|
| Jordan Erickson | 1(208) 542-6007 | jordanerickson@berryoil.com |

Recitals

1. The Parties entered into a Contract (5857) for Statewide Bulk Fuel Zone 6 Unleaded Fuel and 1 & 2 Dyed Diesel for Idaho Public Agencies, effective July 1, 2024.
2. With this Amendment No. 1, the Parties desire to renew the Contract and obtain Contractor certification of Idaho Code 67-2347A, as further detailed below.

Agreement

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. The Contract is renewed for one (1) year from July 1, 2025, to June 30, 2026. The estimated value of the renewal period is \$500,000.00.
2. Pursuant to Idaho Code section 67-2347A (Effective July 1, 2024), if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Agreement, engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear

energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms. The terms in this section defined in Idaho Code section 67-2347A shall have the meaning defined therein, including through reference to another section of Idaho Code.

3. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
4. This Amendment is effective upon the date of the last signature below. In no event will this Amendment be effective until executed by the Department of Administration.

Department of Administration

John C. Berry & Sons, Inc.

Signature: Jake Nay

Signature: Jordan Erickson

Name: Jake Nay

Name: Jordan Erickson

Title: Purchasing Officer

Title: Operations Manager

Date: 6/5/2025

Date: 5/29/25