

FIRST AMENDMENT

This Amendment made and entered into this 21 day of July, 2022, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Pro Energy LLC, FL hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on September, 10th 2022 pursuant to Pinellas County Contract No.190-0360-B (hereinafter "Agreement") pursuant to which the Contractor agreed to provide fuel transport and deliveries for County; and

WHEREAS, Section A, Specifications, Subsection thirty-nine (39), Additional Requirements of the Agreement permits modification by mutual written agreement of the parties; and

WHEREAS, the County and the Contractor now wish to modify the Agreement in order to provide for Tank Wagon Delivery services at the same prices, terms, and conditions;

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

1. "Addendum No. 4 – Section F – Bid Submittal and Summary" is hereby deleted in its entirety and replaced with the following revised price schedule attached herein as Exhibit A.
2. Line item 1 above increases the contract value in the amount of \$1,851,763.90 for a new revised not to exceed expenditure of \$13,019,556.70
3. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

Each Party to this Amendment represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Amendment; (ii) each person executing this Amendment on behalf of the Party is authorized to do so; (iii) this Amendment constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

IN WITNESS WHEREOF the Parties herein have executed this First Amendment as of the day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its County Administrator

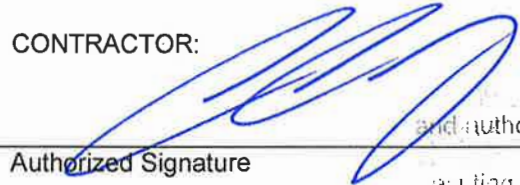


Barry A. Burton, County Administrator

APPROVED AS TO FORM

By: Amanda S. Coffey
Office of the County Attorney

CONTRACTOR:


Authorized Signature

CLEMENTE CRUZ
Printed Authorized Signature

MEMBER
Title Authorized Signature

EXHIBIT A - PRICE SCHEDULE					
Contract No.: 190-0360-B(AR)					
Contract Title : FUEL, Gasoline and Diesel (CO-OP)					
		6/2/2020 OPIS Price		Pro Energy LLC	
Item No.	Description	OPIS Price	Estimated Gallons	Unit Price	Amount
PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS					
1a	TANKWAGON / Gasoline, Regular Unleaded Minimum 87 Octane	1.0812	1,155,000	\$ 0.2500	\$ 1,537,536.00
1b	TRANSPORT / Gasoline, Regular Unleaded Minimum 87 Octane	1.0812	7,644,000	\$ (0.0250)	\$ 8,073,592.80
2a	TANKWAGON / Ultra Low Sulfur Diesel, Grade 2-D, S15, On Road Use	1.0514	227,500	\$ 0.2500	\$ 296,068.50
2b	TRANSPORT / Ultra Low Sulfur Diesel, Grade 2-D, S15, On Road Use	1.0514	3,000,000	\$ (0.0200)	\$ 3,094,200.00
3a	TANKWAGON / Low Sulfur Diesel, Red Dye, Grade 2-D, S500 Off-Road	1.0471	14,000	\$ 0.2500	\$ 18,159.40
3b	TRANSPORT / Low Sulfur Diesel, Red Dye, Grade 2-D, S-500 Off-Road	1.0471	0	\$ (0.0200)	\$ -
TANKWAGON DELIVERY SERVICES TOTAL:					\$ 1,851,763.90
TRANSPOR DELIVERY SERVICES TOTAL:					\$ 11,167,792.80
GRAND CONTRACT TOTAL:					\$ 13,019,556.70
GENERAL INFORMATION					
TANKWAGON: Carrier Capacity and Delivery Limit:			Gallons	Unlimited - Own carrier CWC	
TRANSPORT: Carrier Capacity and Delivery Limit: Transport			Gallons	Unlimited - Own carrier CWC	
TRANSPORT: Minimum gallons delivered to one location (1 Product)			Gallons	8000 GAS 7,500 DSL	
TRANSPORT: Minimum gallons to make deliveries combining products and orders			Gallons	7500	
TRANSPORT: Use own carriers? (check No if you use a contractor)			Yes/No	Yes - CWC Transportation	
TANKWAGON: Minimum gallons delivered to one location (1 Product)			Gallons	500	
TANKWAGON: Minimum gallons to make deliveries combining products and orders			Gallons	500	
Weather Emergencies / Drop of loaded transport trailer to one or several locations			Yes/No	Yes	
Weather Emergencies / Demurrage cost per day per Tanker:			Per Day	\$75/ Hourly	
Emergency Planning Policy Statement (deliveries preceding emergency pg 26, D(1))			Yes/No	Yes	
Policy Statement (availability of transport trailers to be filled and left at facilities) pg 26, D(1)			Yes/No	No	
Delivery Policy (elevated above ground tanks) *reference pg 25, B(8)			Yes/No	Yes	
Drop Charges / Split Fee Delivery (two products / two locations)			Per Event	\$35.00	
Pump Fee (elevated storage tanks)			Per Event	\$35.00	
Fixed Delivery Fee for other fuels not listed:			Gallons	NA	