

MEMORANDUM

DATE: April 3, 2023

TO: ****ORIGINAL****
CITY CLERK

FROM: Shelby Dolan
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20180128 – Amendment #2
CONTRACT TITLE: Diesel, Gasoline, Heating and Emergency
Generator Fuel

VENDOR NAME: Palmdale Oil Company
VENDOR ADDRESS: 911 N. 2nd Street
CITY & STATE: Ft. Pierce, FL 34950

APPROVED BY COUNCIL: June 25, 2018
7c)- GLOVER OIL COMPANY & **PALMDALE OIL COMPANY**, DIESEL,
GASOLINE, HEATING AND EMERGENCY GENERATOR FUEL, #20180128,
FUNDING APPROPRIATED FOR UNIT PRICES PLUS A ONE-TIME \$10
INDEMNIFICATION FEE, CONTRACT PERIOD IS 5 YEARS WITH AN OPTION
TO RENEW FOR AN ADDITIONAL 5 YEAR PERIOD, FINANCE DEPARTMENT,
PROCUREMENT MANAGEMENT

AMENDMENT #2- Extends the contract for an additional 5-year term.

Please see the attached for (1) original contract for your records.

and

**CONTRACT AMENDMENT**

This amendment by and between the Contractor and the City as defined below shall be effective as of the date this Amendment is fully executed.

Contractor's Full Legal Name:	Palmdale Oil Company
Solicitation No./Event ID:	20180128
Solicitation Title/Event Name:	Diesel, Gasoline, Heating and Emergency Generator Fuel (Fuel Co-op)
Contract Award Date:	June 25, 2018
Initial Current Contract Term:	July 01, 2018
Current Contract Expiration Date:	July 01, 2023
Requested Contract Expiration Date:	July 01, 2028
Initial Contract Amount:	Unit Price Contract
Current Contract Amended Amount:	N/A
Requested Financial Change Amount:	N/A
New Contract Amount:	N/A
Amendment No.:	2
Amendment Type:	Renewal

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

a) Contract Term: July 01, 2023 through July 01, 2028.

b) The parties agree the contract will expire at midnight in the date defined at the "End Date of the New Contract Term" unless the parties agree to extend the contract for an additional period of time.

2. **COMPENSATION.** All prices shall be firm for the term of this contract. Fuel costs to be paid by the City to the Contractor will be determined based on the daily DTN FastRacks rack averages for Orlando Padd 1 Report, plus or minus a firm fixed price increment for the contract period as indicated in the Pricing Sheet below. Averages are posted in the DTN FastRacks report distributed each morning. Biodiesel costs will use the above plus the published Monday price for soybean oil in the Tuesday edition of the Wall Street Journal and diesel fuel FastRack Averages based on the biodiesel blend. Price will be in effect on the published date through the next published date.

Customer facilities, located in each county will use the same Markups. Markup for Fuel shall be based on a price per gallon basis. Prices and the fixed price increment must be shown on all invoices.

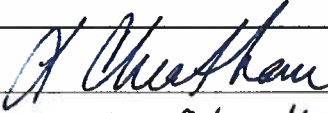
Fuel costs shall exclude any taxes and/or fees that the Customer is exempt from paying. All Fuel costs will include the DTN FastRacks rack averages, the Contractor's Markup and all applicable taxes and/or petroleum associated fees allowed. The Contractor shall delete applicable taxes prior to issuing any invoices.

2	405-220-920-7800 Premium Unleaded 87.0 Transport Delivery	(+) 0.0079
4	405-120-260-1030 Diesel #2, Ultra Low Sulfur Transport Delivery	(-) 0.0117
6	405-120-270-0030 Diesel #2, Ultra Low Sulfur - Red Dye Transport Delivery	(-) 0.0117

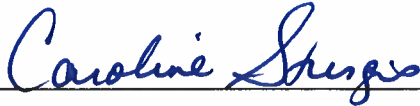
3. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
4. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Palmdale Oil Company
Authorized Signature:	
Printed Name and Title of Person Signing:	Lochlan Cheatham President
Date:	
Company Address:	911 N. 2 nd Street, Fort Pierce, FL 34950

THE CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	4/4/2023
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984