



# CITY OF TOMBALL

## CONTRACT RENEWAL

This amendment by and between the Contractor and the City of Tomball defined below shall be effective as of the date this Amendment is fully executed. To the extent the contract requires the City to issue a Notice of Award Amendment for purposes of exercising the renewal option; this written document shall serve as such Notice of Award Amendment.

CITY OF TOMBALL RENEWAL CONTRACT	
<b>Contractor's Full Legal Name:</b>	Sun Coast Resources, LLC f/k/a Sun Coast Resources Inc.
<b>Contract No.:</b>	0000-10069
<b>Bid Number:</b>	2021-04
<b>Solicitation Title/Event Name:</b>	Diesel Fuel and Gasoline
<b>Contract Award Date:</b>	July 19, 2021
<b>Current Contract Term:</b>	July 20, 2021 – July 19, 2023

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:

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

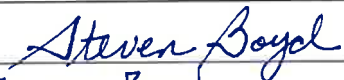
NEW CONTRACT TERM	
<b>Beginning Date of New Contract Term:</b>	November 21, 2023
<b>End Date of New Contract Term:</b>	November 20, 2025

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time.

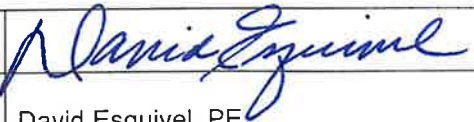
2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms (including, without limitation, those contained in the Exceptions Page submitted by Contractor as part of its bid) 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.
4. **PRICING.** It is agreed between both parties that the pricing will be held for one year, at the prices as reflected in EXHIBIT B, hereto (which shall amend and replace Exhibit B of the contract, in its entirety) to provide the services described in EXHIBIT A of the contract.
5. **STORM WATER MANAGEMENT PLAN.** When conducting activities for the City of Tomball, contractor will adhere to the City's Storm Water Management Plan and permit issued by the Texas Commission on Environmental Quality, if applicable.

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

**CONTRACTOR**

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	Sun Coast Resources, LLC
<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Steven Boyd Sr. Managing Director
<b>Date:</b>	11/13/2023
<b>Company Address:</b>	6405 Cavalcade St., Bldg. 1 Houston, TX 77026

**CITY OF TOMBALL**

<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	David Esquivel, PE City Manager
<b>Date:</b>	11/21/23
<b>Company Address:</b>	501 James Street Tomball, Texas 77375

# EXHIBIT A

## MINIMUM SPECIFICATIONS

### Diesel fuel and gasoline Bid Number 2020-04

The City of Tomball is accepting sealed bids for the purchase of diesel fuel and gasoline as herein specified.

#### **WARRANTIES**

The successful bidder agrees to replace any fuels not meeting City of Tomball specifications at no cost to the City. The successful bidder further agrees to repair and make whole all engine damage resulting from the placement of such fuels in City vehicles.

#### **LENGTH OF CONTRACT**

The length of this contract shall be one year from award date with an option to renew differential rate for an additional year.

#### **INSURANCE**

At any and all times during the term of this Contract, Contractor agrees to carry insurance at its own expense with responsible insurance companies acceptable to City of the types and in the minimum amounts set forth below. Unless prohibited by law, all policies of insurance held or obtained by Contractor and each sub-contractor, whether required by this Contract or not, shall be sufficiently endorsed to waive any and all claims by the underwriters or insurers against City, their officers, directors, agents, employees, and invitees, for injuries, death, losses and insurance damages covered by such policies. Contractor shall have its insurance underwater deposit with city before starting any work under this Contract certificates of insurance showing all insurance coverage and providing for not less than ten (10) days prior written notice of cancellation, reduction or other material change. Contractor will promptly following the execution of this Contract obtain from its insurers a Waiver of Subrogation against City, their officers, directors, agents, employees, and invitees.

**Workmen's Compensation** – In accordance with the laws of the State of Texas.

Employee's Liability subject to a limit of not less than \$500,000.

Comprehensive Automobile Liability – With limits not less than \$500,000  
Combined Single Limit per Occurrence for both Bodily Injury and Property Damage.

Comprehensive General Liability – Including Contractual and completed operations – products Liability and Independent Contractors Coverage with limits not less than \$1,000,000  
Combined Single Limit Per Occurrence for both Bodily Injury and Property Damage. Also, the City of Tomball should be named as an additional insured on all contractors' general liability policies.

Excess and umbrella liability insurance to cover excess damages of the specific coverages above, with a limit of not less than \$1,000,000.

### **SUBCONTRACTING**

No part of this bid shall be subcontracted to another party for furnishing gasoline or diesel fuel without the written approval of the City of Tomball.

### **PRICES**

Bidders are required to bid a price differential above or below the average PAD3 report for Houston, Texas, published by the Oil Price Information Service. Pricing shall be based upon the bidder's price differential to the PAD3 effective on the day in which purchased fuel is received.

### **PRICE DOCUMENTATION**

The successful bidder shall submit a letter along with each invoice for delivered fuel that includes the following:

#### **#2 TXLED , High Sulphur Diesel Fuel, 40 Cetane Minimum**

OPIS Average Price –Date of Delivery	\$X.XXX
Differential – Firm for term of contract	X.XXX
<b>TOTAL PRICE PER GALLON</b>	<b>\$X.XXX</b>

#### **Midgrade Reformulated Gasoline 89 Octane**

OPIS Average Price – Date of Delivery	\$X.XXX
Differential – Firm for term of contract	X.XXX
<b>TOTAL PRICE PER GALLON</b>	<b>\$X.XXX</b>

#### **#2 TXLED, Low Sulphur Diesel Fuel**

OPIS Average Price – Date of Delivery	\$X.XXX
Differential – Firm for term of contract	\$X.XXX
<b>TOTAL PRICE PER GALLON</b>	<b>\$X.XXX</b>

The letter shall be submitted to:

**Project Coordinator  
City of Tomball  
501 James Street  
Tomball, Texas 77375**

### **DISTRIBUTING OFFICE**

Bidder shall have a local office within a 100-mile radius of the point of delivery, which shall be the Service Center, 501 James St., Tomball, Texas 77375.

## **DELIVERY CHARGES**

No additional charge for the delivery of gasoline or diesel will be paid by the City of Tomball. All such charges must be calculated in the price differential and must include any freight charges. The City of Tomball will pay mandated State and Federal taxes and/or fees as required by law.

## **DELIVERY AUTHORIZATION**

Orders will be placed by the Purchasing Agent by telephone. Site changes must be approved in writing by the Director of Public Works before any deliveries are made to other sites.

## **DELIVERIES**

Deliveries of gasoline ordered shall be within one (1) working day following the placing of the order. Deliveries shall be completed between 7:45 A.M. and 3:30 P.M., Monday through Friday. Trucks making deliveries shall be equipped with proper ticket printers, meters, or State of Texas certified truck marking to assure accurate measure.

## **QUALITY ASSURANCE**

The City of Tomball shall have the right upon each delivery of the gasoline or diesel or at any other time to determine compliance with such standards by performing tests in accordance with the methods prescribed by the American Society for Testing Materials ("ASTM").

If the contractor questions or disputes the right of tests made by City of Tomball, the City shall have the right to appoint a chemist to make such tests as it may deem necessary. The expense of such tests shall be paid by the contractor if it is determined that any gasoline failed to satisfy the quality standards set forth herein; and shall be paid by the City of Tomball if it is determined that any gasoline or diesel satisfied such quality standards.

## **MSDS**

The successful bidder must furnish the necessary material Safety Data Sheets for the products delivered.

## **PAYMENT OF CONTRACT**

Payment will be processed from receipt of delivery ticket and invoice.

## EXHIBIT B

City of Tomball Bid 2021-04  
Diesel Fuel and Gasoline

(Pricing for November 21, 2023 through November 20, 2025)

Bidder	Fuel Type	Price Differential Above the Gross OP's Daily Average on Date of Delivery
Sun Coast Resources, LLC	Midgrade 89 Octane	\$0.0072
	TXLED High Sulfur Diesel	\$0.0178
	TXLED Low Sulfur Diesel	\$0.0178