



# 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:

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

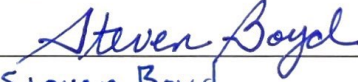
NEW CONTRACT TERM	
<b>Beginning Date of New Contract Term:</b>	November 21, 2023
<b>End Date of New Contract Term:</b>	November 20, 2025

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>	
<b>Company Address:</b>	501 James Street Tomball, Texas 77375

## 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 OPIS Daily Average on Date of Delivery
Sun Coast Resources, LLC	Midgrade 89 Octane	\$0.0072
	TXLED High Sulfur Diesel	\$0.0178
	TXLED Low Sulfur Disel	\$0.0178