

CITY OF YAKIMA CONTRACT 2020-018

AMENDMENT No. 1

BID J11902 Bulk Purchase and Delivery of Gasoline, Diesel Fuels and Related Products

THIS AGREEMENT, is made and entered into on the date of last execution, by and between the City of Yakima, a Washington municipal corporation ("City"), and Connell Oil Inc., dba Co-Energy, ("Contractor").

WHEREAS, the Contractor entered into a Contract with the City on February 3, 2020, (the Contract); and,

WHEREAS, the City desires to amend the Contract to add Contractor's specific CFN/Fuelman fuel cards; and,

WHEREAS, the Contract provides that either party may request an amendment in writing; and,

WHEREAS, the Contract also provides that at any time during its term, services may be expanded to include other items normally offered by the Contractor,

NOW, THEREFORE, in consideration of the above representations and the terms, conditions, covenants, and Agreements set forth below, the parties hereto agree as follows:

Section 1 and 2 of the Contract, the Scope and Compensation of Bid J11902 Bulk Purchase and Delivery of Fuels, "As Needed" Diesel Exhaust Fluid (DEF) and Incidentals, shall be modified to read as follows:

1. Statement of Work

The Contractor shall perform all work and service(s) and furnish all tools, materials, labor and equipment (collectively referred to as "Services") according to the procedure outlined in Bid J11902 Bulk Purchased and Delivery of Fuels, "As Needed" Diesel Exhaust Fluid (DEF) and Incidentals Specifications which are attached as Exhibit A, and the most recent edition of the ANSI/DOT/EPA/NEC and ASTM Standards, all of which are incorporated herein by this reference, and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

In addition, Contractor shall provide Co-Energy CFN/Fuelman fuel cards which will enable City of Yakima vehicles to be fueled-up at any CNF cardlock fueling site at discounted rates or any Fuelman accepted retail station minus federal tax attached hereto as **Exhibit C** and incorporated herein by this reference.

The Contractor shall provide and bear the expense of all equipment; work and labor of any sort whatsoever that may be required for the transfer of materials and completing the services provided in this Contract and every part thereof, except such as are mentioned in the specifications to be furnished by the City of Yakima.

2. Compensation

The City agrees to pay the Contractor according to Exhibit B, attached hereto and incorporated herein, which Exhibit includes the specifications and payment schedule of itemized prices as listed in the Contractor's Bid submittal at the time and in the manner and upon the conditions provided for the Contract.

The City agrees to pay the Contractor according to Exhibit C, attached hereto and incorporated herein, which Exhibit includes the specifications and payment schedule with itemized markup for over 150,000 CFN fueling sites and other Branded retail stations and truck stops.

Except as modified herein, the original Contract shall remain in effect.

In WITNESS WHEREOF, the parties hereto have executed Amendment No. 1 to the Contract as of the date and year first written above.

CITY OF YAKIMA

Robert Harrison, City Manager

Date: _____

Attest:

City Clerk

CONNELL OIL, INC.

By: Brad Bond

Date: 10-29-20

BRAD BOND
(Print name)

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AMENDMENT No. 1***BID J11902 Bulk Purchase and Delivery of Gasoline, Diesel Fuels and Related Products*****EXHIBIT C****COMPENSATION****LOCAL CFN FUELING SITES**

Fuel pricing for the local CFN fueling sites will be based off the OPIS Rack pricing of the day the fuel was purchased and delivered to the fuel site plus a transportation/shipping fee and State Tax. Co-Energy adds either \$0.15 per gallon or \$0.18 per gallon markup depending on the terms, net 15 or net 30, setup for the account(s). When account is paid within those terms, Co-Energy will give the City a prompt payment discount of \$0.04. See sample below:

Date of Purchase	Product	OPIS Rack Pricing	Transportation Shipping Charge	State Tax	Term: Net 15 Days	Term: Net 30 Days	Prompt Payment Discount	COST: Net 15 Days	COST: Net 30 Days
10/13/20	04 Unleaded Regular (Non-Eth)	1.5625	0.1317	0.494	0.15	0.18	0.04	2.30	2.33
10/13/20	34 Gas Reg. Unleaded (10% Eth)	1.3366	0.1317	0.494	0.15	0.18	0.04	2.07	2.10
10/13/20	36 Gas Premium Unleaded (10% Eth)	1.6675	0.1317	0.494	0.15	0.18	0.04	2.40	2.43
10/13/20	53 Ultra Low Sulfur	1.3087	0.1404	0.494	0.15	0.18	0.04	2.05	2.08

FUELMAN ACCEPTED FUELING SITES

Fuel pricing for Fuelman accepted locations is the posted retail price minus the Federal Tax, plus \$0.04 per gallon. If purchase is paid by the 30th of that month, a \$0.04 per gallon discount will be applied.