



**AMENDMENT NUMBER ONE
TO
CONTRACT NUMBER RCA-017-21010021
FOR
UNLEADED FUEL AND RELATED SUPPLIES AND SERVICES**

This Amendment Number One (“Amendment”) to Contract Number RCA-017-21010021 is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, (“County”) and Pinnacle Petroleum Inc., with a place of business at 16651 Gemini Lane, Huntington Beach, CA 92647 (“Contractor”), which are sometimes referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, County and Contractor executed Contract Number RCA-017-21010021 for Unleaded Fuel and Related Supplies and Services, effective July 1, 2021 through June 30, 2026 (“Contract”); and,

WHEREAS, the County desires to amend Attachment B “Compensation and Fees”, Section III “Fuel Prices and other fees” to increase pricing, effective March 1, 2022, and,

NOW, THEREFORE, the Parties mutually agree to amend the Contract as follows:

1. Amend Attachment B Compensation and Fees”, Section III “Fuel Prices and other fees” to increase pricing, effective March 1, 2022; and,

Item	Delivery Size Up to 1,999 Gallons	UNLEADED REGULAR GASOLINE MINIMUM OCTANE RATING 87	UNLEADED PLUS GASOLINE MINIMUM OCTANE RATING 89	UNLEADED PREMIUM GASOLINE MINIMUM OCTANE RATING 91
1	Adjustment +/- differential	0.6520	0.6520	0.6520
Item	Delivery Size 2,000-3,999 Gallons	UNLEADED REGULAR GASOLINE MINIMUM OCTANE RATING 87	UNLEADED PLUS GASOLINE MINIMUM OCTANE RATING 89	UNLEADED PREMIUM GASOLINE MINIMUM OCTANE RATING 91
2	Adjustment +/- differential	-0.0937	-0.0342	-0.1145
Item	Delivery Size 4,000-8,500 Gallons	UNLEADED REGULAR GASOLINE MINIMUM OCTANE RATING 87	UNLEADED PLUS GASOLINE MINIMUM OCTANE RATING 89	UNLEADED PREMIUM GASOLINE MINIMUM OCTANE RATING 91
3	Adjustment +/- differential	-0.0508	-0.0496	-0.1299
Item	Delivery Size 8,501+ Gallons	UNLEADED REGULAR GASOLINE MINIMUM OCTANE RATING 87	UNLEADED PLUS GASOLINE MINIMUM OCTANE RATING 89	UNLEADED PREMIUM GASOLINE MINIMUM OCTANE RATING 91
4	Adjustment +/- differential	-0.0595	-0.0723	-0.1525

Item	Additional Fees/Charges	PRICE
5	Urgent Delivery Fee – Fixed fee per Delivery	\$ 150.00
6	Emergency Declared Event Fee – Fixed fee per Delivery	\$ 350.00
7	Hourly Service Repair - Regular Business Hours 8:00AM to 5:00PM - PT	\$ 125.00
8	Hourly Service Repair - After Hours 5:01PM to 7:59AM - PT	\$ 225.00
9	Hourly Service Repair - After Hours 5:01PM to 7:59AM - PT	\$ 225.00
10	Hourly Service Repair - Weekends	\$ 250.00

* Service rates herein shall include all costs for labor, tools, equipment, transportation, overhead, profit, travel time, and all other costs related to providing the services described in the scope of work. Any hourly service rates shall be prorated and billed to the nearest ¼ hour; no minimum requirement is allowed.

This Amendment modifies the Contract only as expressly set forth herein. Wherever a conflict in the terms or conditions of this Amendment and the Contract including earlier amendments exists, the terms and conditions of this Amendment shall prevail. In all other respects, the terms and conditions of the Contract, including its earlier amendments, remain unchanged, in full force and effect.

SIGNATURE PAGE FOLLOWS

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

PINNACLE PETROLEUM, INC.

* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board, 2) the President or 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer or 4) Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above, described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

Liz McKinley _____ President _____
Print Name Title

Signature Date 2/28/2022

Liz McKinley _____ Secretary _____
Print Name Title

Signature Date 2/28/2022

COUNTY OF ORANGE, a political subdivision of the State of California

Ana Figueroa _____ Admin I _____
Print Name Title

Signature Date 3/1/2022