

# ATTACHMENT 1

## AMENDMENT NUMBER ONE TO AGREEMENT FOR UNLEADED FUEL SERVICES WITH PINNACLE PETROLEUM, INC.

THIS AMENDMENT NUMBER ONE ("Amendment") is made and entered into this 21st day of June, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and PINNACLE PETROLEUM, INC., a California corporation ("Contractor").

WHEREAS, City and Contractor entered into an agreement dated August 1, 2021 for Contractor to provide unleaded fuel services (the "Agreement"); and

WHEREAS, Section 4(b) of the Agreement provides that Contractor's annual compensation shall not exceed Four Hundred Thousand Dollars (\$400,000.00); and

WHEREAS, City desires to increase Contractor's maximum annual compensation due to rising fuel costs.

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

1. Section 4(b) of the Agreement shall be amended to read as follows:

Article CC (Expenditure Limit) of the General Terms and Conditions shall be amended to read as follows: "Expenditure Limit: Contractor's compensation for the period commencing August 1, 2021 and ending June 30, 2022 shall not exceed Five Hundred Twenty Thousand Dollars (\$520,000.00). Thereafter, Contractor's annual compensation shall not exceed Eight Hundred Thousand Dollars (\$800,000.00). Contractor shall notify the City in writing when the expenditures against the Contract reach 75 percent of the annual compensation limit on the Contract. The City will not be responsible for any expenditure overruns and will not pay for work exceeding the annual compensation limit on the Contract unless a change order to cover those costs has been issued."

2. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
3. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.
4. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

[Signature page follows.]

# ATTACHMENT 1

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA

\_\_\_\_\_  
Lori Ann Farrell Harrison  
City Manager

Date: \_\_\_\_\_

CONTRACTOR

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

ATTEST:

\_\_\_\_\_  
Brenda Green  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Ruth Wang  
Risk Management

Date: \_\_\_\_\_

# ATTACHMENT 1

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Robert Ryan  
Project Manager

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Raja Sethuraman  
Public Services Director

Date: \_\_\_\_\_

APPROVED AS TO PURCHASING:

\_\_\_\_\_  
Carol Molina  
Finance Director

Date: \_\_\_\_\_