

## **AMENDMENT NO. 2 TO FORM OF CONTRACT**

Contractor: **Petroleum Traders Corporation**

Contract No. **NGFC Contract #BL113-20, Gasoline and Diesel Fuel**

Address: **7120 Point Inverness Way**  
City, State **Fort Wayne, IN 46804**

Telephone: **(800) 348-3705**

E-mail: [gnewton@petroleum.com](mailto:gnewton@petroleum.com)

Contact: **Gayle Newton**  
**Purchasing Representative**

### **W I T N E S S E T H**

WHEREAS, Fulton County ("County") entered into a Contract with **Petroleum Traders Corporation** to provide gasoline and diesel fuel, 17<sup>th</sup> day of March 2021, on behalf of the **Department of Real Estate and Asset Management**; and

WHEREAS, the purpose of this amendment for the approval to increase spending authority to cover the cost of gasoline and diesel fuel for Fulton County for 12 consecutive month period from March 01,2023 through February 29, 2024; and

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on **March 15, 2023, BOC Items #23-** .

**NOW, THEREFORE**, the County and the Contractor agree as follows:

This Amendment No. 2 to Form of Contract is effective as of the 1st day of March 2023, between the County and **Petroleum Traders Corporation** who agree that all Services specified will be performed in accordance with this Amendment No. 2 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** Fulton County participates in the North diesel fuels in high volumes in order to obtain discount pricing. Gwinnett County served as the Principal Procurement Agency for this fuel contract. The increase in spending authority is to cover the fuel spending for 12-month period from March 1, 2023 through February 29, 2024, for Fulton County.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **\$940,000.00** (Nine Hundred and Forty Thousand Dollars and zero cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 2 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 2 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 2 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

**[INTENTIONALLY LEFT BLANK]**

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

**FULTON COUNTY, GEORGIA**

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the County Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Joseph N. Davis, Director,  
Department of Real Estate and Asset  
Management

CONSULTANT:

**Petroleum Traders Corporation**

\_\_\_\_\_  
**Gayle Newton**  
**Purchasing Representative**

ATTEST:

\_\_\_\_\_  
Secretary/  
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

\_\_\_\_\_  
Notary Public

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Notary Seal)

ITEM#: _____ RCS: _____ <b>RECESS MEETING</b>	ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>
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