

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**RENEWAL OF AGREEMENT FOR BULK FUEL
BETWEEN FIKES WHOLESALE INC. AND FORT BEND COUNTY
PURSUANT TO RFP 22-001
FY 2023 - 2024**

THIS RENEWAL OF AGREEMENT FOR BULK FUEL (“RENEWAL,”) is made and entered into by and between **Fort Bend County**, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and **Fikes Wholesale Inc.** (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas, hereinafter collectively referred to as the “Parties.”

WITNESSETH

WHEREAS, on or about September 22, 2021, the Parties previously executed the Agreement for Bulk Fuel Pursuant to RFP 22-001, which was amended and renewed on or about January 25, 2022, and last amended and renewed on September 19, 2022, all of which are incorporated by reference; and

WHEREAS, the Parties now desire to increase the pricing of the Services, and to renew the Agreement for an additional term under the same terms and conditions as the most recently executed Agreement by Parties.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

1. The Agreement is hereby renewed for an additional term, effective October 1, 2023 and shall terminate on September 30, 2024.
2. Contractor shall provide bulk fuel product and services in accordance with RFP-22-001, subject to any subsequent amendments, and at the 2023-2024 pricing as outlined in Exhibit A-3, attached hereto and incorporated by reference. Prices include any and all assessed fees, charges, transportation/delivery costs and applicable taxes.
3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation as certified by the Fort Bend County Auditor.
4. Except as provided herein, all terms, conditions and pricing of the Agreement, including any previous Amendments and/or Addenda, shall remain unchanged and in full force and effect. The Agreement, and its executed Amendments are the sole and final agreement of the parties regarding the subject matter hereof, and supersede any previous agreements, understandings, and arrangements relating to such subject matter.

IN WITNESS WHEREOF, this Renewal is signed, accepted, and agreed to by all Parties by and through the Parties or their agents or authorized representatives. All Parties hereby acknowledge that they have read and understood this Renewal. All Parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

FIKES WHOLESale, INC.

KP George, County Judge



Authorized Agent- Signature

ATTEST:

David Drew

Authorized Agent- Printed Name

Laura Richard, County Clerk

VP, Supply, transportation + Wholesale

Title

Date

9-18-23

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

EXHIBIT A-3

FUEL PRICING SHEET 2023-2024

