



AMENDMENT NO. 2

The following amendments are hereby incorporated into the contract documents for the below stated project:

CONTRACT 040112-1 BULK FUEL AND LUBRICANTS

WESTERN STATES PETROLEUM

Effective June 26, 2012, Gila County and Western States Petroleum entered into a contract whereby Western States Petroleum agreed to provide Bulk Fuel and Lubricants to Gila County for a term of twelve (12) months, ending June 25, 2013.

The contract expires June 25, 2013. Per Section 3.2 – Contract Extension, of the contract, the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. The parties hereby agree to exercise this option and agree to extend the contract term for one (1) year from June 26, 2013, to June 25, 2014.

Per Section 3.11, Special Terms and Conditions - Price Adjustment, "The County may review a fully documented request for a price increase only after the contract has been in effect for twelve (12) months. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit price. All assumptions regarding cost factors that have an impact on the requested increase shall also be clearly identified and justified. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. Any price adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The County will determine whether the requested price increase or an alternate option, is in the best interest of the County".

Western States Petroleum is requesting a six percent price increase on the Lubricants (only) portion of the contract. Gila County has reviewed this fully documented request and determines that it is in the best interests of the County. Western States Petroleum price increase on the Lubricants portion of the contract is identified by "Attachment A to Amendment No. 2 to Contract 040112-1".

Amendment No. 1 was executed on August 20, 2012 to add 5/20 crankcase semi-synthetic lubricant to the contract at a price of \$8.41 per gallon.

Amendment No. 2 will extend the term of the contract for one (1) year, from June 26, 2013 to June 25, 2014; and allow increases in the price of Lubricants in amounts not to exceed six percent (6%) as substantiated by written proof of the specific product and percentage increase on each product from Western States Petroleum supplier (s).

Contractor will continue to bill for services pursuant to Attachment "C" Price Sheet of the original contract, but in no event shall charges for the June 26, 2013 to June 25, 2014 extension exceed \$800,000.00 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, three (3) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2013.

GILA COUNTY

BOARD OF SUPERVISORS

Michael A. Pastor, Chairman Board of Supervisors

ATTEST

Marian Sheppard, Clerk

APPROVED AS TO FORM

Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

CONTRACTOR

WESTERN STATES PETROLEUM

Peter D. Sivens
Authorized Signature

PETER SIVENS
Print Name

Attachment "A" to Amendment No. 2 to Contract 040112-1

Contractor Name: Western States Petroleum Number: _____

LUBRICANTS

Metered Products	Price Per Gallon
Crank Lubricants (15/40) <u>WSR 15/40</u>	<u>\$ 10.59</u>
HT4-30 <u>CSP 30</u>	<u>\$ 12.21</u>
HT4-50 <u>LISA 50</u>	<u>\$ 14.07</u>
Gear Lube 80W - 90W <u>400 15</u>	<u>\$ 2.87 16</u>
ATF (Dexron 3) <u>Super 3</u>	<u>\$ 9.08</u>
ATR/HYD 560	<u>\$ 8.64</u>
Antifreeze LLC Extended Life (Pink)	<u>\$ 15.35</u>
Antifreeze Standard (Green)	<u>\$ 9.99</u>
Non-Metered Products	
Moly 7% - Moly Chassis Lube <u>596 moly</u>	<u>\$ 4.77 15</u>
Solvent - 315 Solvent <u>360</u>	<u>\$ 6.82</u>

Sales Tax, State of: Arizona
Written Name of State

& City of: Phoenix
Written Name of City

Please indicate your tax status below, if applicable:

- Out-of-State vendor with a presence in Arizona
- Out-of-Sate vendor without a presence in Arizona

Western States Petroleum
 Company Name

Peter D. Stumm
 Company Representative

If payment is made within 0 days after receipt of goods or services, the above quoted price can be discounted by 0 %.



Shell Lubricants - US
PO Box 4427
Houston, TX 77210-4427

March 11th, 2013.

Dear Valued Customer:

In the coming weeks, SOPUS Products will implement a price increase. This letter provides a summary of the details.

Prices will generally increase up to 4% with an effective date of April 15th. In certain instances, the effective date of change and the amount of the price change for specific products may be at a later date and/or an amount outside of this range. This adjustment is due in part to increasing costs of raw materials used in the production and delivery of our products.

SOPUS Products maintains the right to limit or allocate customer purchase quantities to the SKU level at our discretion to ensure equal supply opportunity across our customer base. SOPUS Products also reserves the right to cancel any orders exceeding **110%** of the customer's monthly average over the last twelve months. This applies to orders placed from March 11th, 2013 up to the date of the increase. To ensure timely delivery, large order quantities placed just prior to the price increase implementation date are strongly discouraged.

Please note:

- Orders received after the standard order cutoff time (4pm local customer time) on April 15th will receive the new pricing.
- Orders must be for immediate shipment and confirmed for shipment to be valid. The requested delivery date cannot exceed the normal lead-time for any item on the order.
- Further, please be advised that acceptance of a purchase order will be effective upon all of the following conditions being met: 1) assignment of a reference number by SOPUS Products; 2) availability and shipment of product; and 3) issuance of a bill of lading or shipping notification evidencing shipment of product. Invoicing price is the price in effect at the time of order.

Your SOPUS Products sales representative will be contacting you shortly to personally discuss details of this price increase with you. We thank you for your continued business and support.

Best regards,

A handwritten signature in black ink, appearing to read "Russell Barron", written in a cursive style.

Russell Barron
NA Brand Marketing GM



Wayne Ederer
Manager,
Lubrication Marketers,
Sales

Chevron Lubricants
Chevron Products Company
55 S Main Street
Suite 390
Naperville, IL 60540
Tel 630-388-4004
Fax 630-388-4001
wayneederer@chevron.com

April 5, 2013

Dear Valued Chevron Lubrication Marketer:

Chevron is announcing a general price increase to be effective May 16, 2013. Chevron will increase the prices of all lubricating oils by 3% - 6%. In certain instances, specific products may increase in amounts that are outside of this general increase.

We understand and appreciate the efforts required by our Marketers to communicate this increase to your customers. Our posted price changes by product and sku will be available on Business Point by April 12, 2013.

Please note:

- The new prices will be effective on May 16, 2013.
- To manage our order fulfillment and to provide the ability to meet the needs of all of our customers, we would appreciate that you place your orders consistent with historical order patterns
- Please plan accordingly, as large order quantities placed the week prior to the increase will be reviewed and may not be accepted by Chevron in order to better meet all customers' needs.

The Chevron Lubricants sales staff is committed to meeting your needs. Your Business Consultant will contact you with more details and supporting information.

As always, thank you for your business.

Sincerely,

A handwritten signature in black ink that reads "WR Ederer".

Wayne Ederer
Manager - Lubrication Marketers

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