

MODIFICATION #4
TO
SPOTSYLVANIA COUNTY
CONTRACT AGREEMENT
FOR GOODS AND SERVICES
CONTRACT #14-05-25-01

THIS MODIFICATION #4 TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES is made as of _____, 2018 by and between BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the "COUNTY", and, JAMES RIVER SOLUTIONS, LLC, a Virginia Limited Liability Company, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY, the SCHOOL BOARD OF SPOTSYLVANIA (hereinafter referred to as "SCHOOLS"), and the CONTRACTOR entered into an Agreement, as attached hereto, titled "SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES" Contract #14-05-25-01 (hereinafter the "AGREEMENT") dated May 14, 2014, to obtain the purchase of unleaded gasoline, diesel highway and diesel off road fuel for the Spotsylvania County Government; and

WHEREAS the COUNTY and the CONTRACTOR subsequently renewed the AGREEMENT for a one (1) year term by entering into "Modification #1 to Spotsylvania County Contract Agreement for Goods and Services, Contract #14-05-25-01" dated and executed on May 13, 2015 which term commenced on May 14, 2015, and Modification #2 to Spotsylvania County Contract Agreement for Goods and Services, Contract #14-05-25-01" dated and executed on May 11, 2016 which term commenced on May 14, 2016, and Modification #3 to Spotsylvania County Contract Agreement for Goods and Services, Contract #14-05-25-01" dated and executed on May 10, 2017 which term commenced on May 14, 2017, and

WHEREAS, the COUNTY¹ requires a continuation of these services for an additional one (1) year contract term, as is permitted under Article 2, subdivision 2.2., of the initial contract dated May 14, 2014, and

WHEREAS, the COUNTY and the CONTRACTOR have determined that it is to their mutual benefit to modify the AGREEMENT further by entering into this "Modification #4 to "Spotsylvania County Contract Agreement For Goods and Services" Contract #14-05-25-01.

NOW, THEREFORE, the COUNTY and the CONTRACTOR in consideration of the mutual promises herein contained, and intending to be legally bound, do hereby modify terms and conditions of the AGREEMENT as follows:

A. ARTICLE 2, THE WORK AND AGREEMENT TERM LIMITS 2.2 is hereby deleted in its entirety and replaced as follows:

2.2. The Agreement shall be effective May 14, 2018 and shall be for one (1) year ending May 13, 2019.

B. ARTICLE 4, CONTRACT PRICE AND TERMS OF PAYMENT 4.2.d is hereby added as follows:

4.2. d. A delivery fee of \$150.00 shall be charged for any generator filled less than 100 gallons.

Except as hereby modified, the AGREEMENT remains unchanged and in full force and effect.

(Remainder of Page Intentionally Left Blank)

¹ The SCHOOLS may or may not choose to renew, but if so, then under a separate document solely between the SCHOOLS AND CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have caused Modification #4 to Spotsylvania County Contract Agreement for Goods and Services Contract #14-05-25-01 to be duly executed by their duly authorized officials as of the date first written above and effective May 14, 2018.

SPOTSYLVANIA COUNTY, VIRGINIA

By: MARK B. TAYLOR Dated
COUNTY ADMINISTRATOR

JAMES RIVER SOLUTIONS, LLC

By:  4/19/18
TRACY LITTLE Dated
MANAGING MEMBER

Approved as to Form:

 4/23/18
County Attorney Dated