



050414

**Lewis Oil Company, Inc.
Jobber**

P.O. Box 1282
Gainesville, FL 32602
(352) 376-3293
(352) 371-8264 Fax

Date: September 14, 2005

To: City of Gainesville
Frances Powell, Senior Buyer

From: Lewis Oil Co., Inc.
Sally Baker, Controller

RE: Second Extension to Agreement for Fuel Management Services

Item #1:

Per our contract, October 1, 2005 will be the beginning of our 5th year renewal whereas the fuel pumps and Gasboy monitoring system will become the property of the City of Gainesville. Lewis Oil Co., Inc. will provide the City with a bill of sale for \$1.00. The City will be responsible for any tangible taxes and insurance. Lewis Oil Co., Inc. will continue basic maintenance of the pumps and Gasboy system per the contract. Original pricing was set to cover costs of the fuel pumps and monitoring system. Pricing listed below reflects monitoring inventory, placing orders, freight and markup.

\$.062 plus applicable taxes based on OPIS average

Item #2:

Pricing will continue for Gainesville Police Department as in original bid.

Item #3:

Not used.

Lewis Oil Co., Inc. will work with the City to monitor the regulations involving Ultra Low Sulphur Diesel and with the City to ensure compliance. City will pay for pump out and cleaning of tanks before initial delivery of Ultra Low Sulphur Diesel.

Cc: Milton R. Reid,
Fleet Director



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Fleet Director

**CITY OF GAINESVILLE
AGREEMENT FOR FUEL MANAGEMENT SERVICES**

This AGREEMENT made and entered into this 4th day of NOVEMBER, 2001, by and between the CITY OF GAINESVILLE, ("CITY"), and LEWIS OIL CO., INC., ("CONTRACTOR").

WHEREAS, CITY is desirous of utilizing CONTRACTOR to provide fuel and fuel management system services for the CITY Fleet Management and Gainesville Police Departments; and

WHEREAS, CONTRACTOR is willing and capable to perform such services,

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

The CONTRACTOR shall provide the CITY with services as described in Section 1.0A and B of the Technical Specifications of the CITY's Request for Proposals #010507-FMDX-RW dated June 27, 2001 and the corresponding proposal language related to items 1 and 2 of the CONTRACTOR'S proposal dated August 7, 2001. Except as provided below, in the event of any conflict between the Contract documents referred to below, which are incorporated by reference, the order of precedence shall be as follows. The terms of this Agreement shall control, then the terms of the CONTRACTOR'S proposal, then the terms of Addendum No. 1 issued July 17, 2001, then the terms of the request for Proposals. The CONTRACTOR shall add one additional fueling site for use by Gainesville Police on Newberry Road but shall be required to only supply six dispensers rather than the seven in their original proposal. The Scope of Services may be further amended only by mutual written agreement between the parties.

II. TERM

The term of this AGREEMENT shall be effective October 1, 2001 and will continue for three years. Upon satisfactory performance, the CITY may, at its option, negotiate and extend the contract for up to three additional one year terms.

III. COMPENSATION/PAYMENT

CONTRACTOR shall be compensated in accordance with their proposal pricing. If the CITY terminates this Agreement before four years have passed, CITY will pay the CONTRACTOR the depreciated value of the equipment installed by the CONTRACTOR at City locations and take title to it at that time. Depreciation schedules used shall be according to U.S. government tax laws and shall be provided to the City when set up on the CONTRACTOR'S financial books. Otherwise, the equipment will become the

In the event the CONTRACTOR experiences shortages in the supply of motor fuel, the CITY agrees to accept delivery of only that supply amount or allocation that is determined by the ratio of the reduced motor fuel supply amount or allocation available to the CONTRACTOR as a result of the shortage, compared to the average monthly amount of fuel supplied to the CONTRACTOR prior to the shortage period during the twelve month period preceding the shortage period, with that ratio applied to the average monthly amount of fuel supplied to the CITY during the twelve month period preceding the shortage period (or during the term of this Agreement if shorter).

XIII. STORAGE TANK INSURANCE

To the extent economically feasible, the CITY will maintain a "storage tank third party liability and correction action" policy covering the tanks at the vendor-maintained CITY fueling sites.

XIV. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire AGREEMENT between the CITY and CONTRACTOR. Any modifications, amendments or alterations shall be in writing and executed by both parties prior to becoming effective.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above.

LEWIS OIL COMPANY, INC.

CITY OF GAINESVILLE

By Wanda Juss
Title: Vice President

By Wanda Bowers
Title: City Manager

WITNESS:

WITNESS:

[Signature]
Purchasing Clerk

[Signature]
Naemi Hines

APPROVED AS TO FORM AND LEGALITY
[Signature]
CHARLES L. HAUCK, ESQ
GAINESVILLE CRA

12/16

Lewis Oil

City of Gainesville, FL

Fuel RFP # 010507 - FMDX - RW

August 8, 2001

This document constitutes a proposal to the City of Gainesville, Florida from Lewis Oil Company to supply automotive gasoline and diesel fuel. We are, in fact, proposing three (3) separate fueling scenarios to the City for its consideration. The following items that are consecutively numbered, precisely reference the City's "PRICE QUOTATION SHEET" as stated on the June 28, 2001 RFP # 010507- FMDX - RW. PLEASE NOTE THAT ANY APPLICABLE TAXING OR FEES - FEDERAL, STATE, OR COUNTY - TO BE CHARGED THE CITY IS EXCLUDED IN THIS PROPOSAL PERTAINING TO ALL THREE (3) ITEMS.

ITEM # 1 -

PRICING FOR SERVICE WITH VENDOR-MAINTAINED CITY FUELING SITES. VENDOR TO OWN FUEL (AT CITY SITES) UNTIL PUMPED, AND PROVIDE REPORTS. THE BELOW-STATED PRICING IS BASED UPON ACTUAL JACKSONVILLE OPIS AVERAGE AS REQUESTED. (SEE ATTACHMENT FOR EQUIPMENT REGARDING ITEM NUMBER 1). PROPOSAL TO EXTEND FOR A FOUR (4) YEAR PERIOD. 2 - 1 YEAR EXTENSIONS MAY BE ADDED IF CITY DESIRES TO DO SO. PLEASE NOTE: BELOW-STATED PRICING IS BASED ON CITY'S ADDENDUM NUMBER 1 OF JULY 17, 2001. REGARDING ACTUAL ANNUAL VOLUMES ON-SITE. PRICE ON AUTO FUELS DOES NOT INCLUDE ANY "BIODIESEL" (SOYBEAN-BASED) TO SIGNIFICANTLY REDUCE EXHAUST EMISSIONS. PLEASE NOTE: ANY

ACTS OF NEGLIGENCE RESULTING IN DIS-REPAIR TOWARD VENDOR-OWNED EQUIPMENT WILL BE THE CITY'S RESPONSIBILITY TO REPAIR TO A SATISFACTORY & WORKING CONDITION.

EXAMPLE OF AFORE-MENTIONED: CITY OPERATOR DRIVES OFF WITH DISPENSER NOZZLE IN CITY VEHICLE AND TEARS AWAY BREAKWAY, NOZZLE, AND DISPENSER CABINETY. CITY WOULD BE RESPONSIBLE FOR THIS ACTION.

ANY LOST OR BROKEN REPLACEMENT KEYS WILL ALSO BE THE CITY'S RESPONSIBILITY TO RESTORE.

ITEM NUMBER 1 PRICING -

87 UNLEADED GASOLINE \$ OPIS + \$.1060 / GAL

RED DYED DIESEL FUEL \$ OPIS + \$.1060 / GAL

ITEM # 2 -

PRICING FOR IN-CITY RE-FUELING (OFF-SITE) BY GPD AT MULTIPLE STATIONS WITH USAGE REPORTS BY VEHICLE/DRIVER BEING PROVIDED. PRICING BASED ON JACKSONVILLE OPIS AVERAGE. LEWIS OIL COMPANY-OWNED SITES - CFN SITES. THIS IS ALSO A FOUR YEAR PROPSAL WITH TWO - ONE YEAR EXTENSIONS IF CITY DESIRES.

87 UNLEADED: OPIS + .0699 / GAL

89 UNLEADED: OPIS + .0699 / GAL

93 UNLEADED: OPIS + .0699 / GAL

REGARDING ITEM # 2, NOTE: CITY WILL BE PROVIDED WITH DAILY TRANSACTION INFORMATION (VEHICLE NUMBER, OFFICER NAME, FUEL TYPE, AND LOCATION OF TRANSACTION, DATE TIME, AND ECT., ON A WEEKLY BASIS.

[ALACHUA COUNTY IS PRESENTLY USING OUR CARDLOCK SYSTEM AND IS VERY HAPPY WITH REPORTS GENERATED FOR THEIR INTERNAL USE]

CHEVRON COMMERCIAL CREDIT CARDS ALSO PROVIDED TO CITY AT RETAIL PRICING + \$.00 / GAL LEWIS INCREMENTAL.

LEWIS OIL COMPANY FLEET CARDS FOR GAINESVILLE LOCATIONS PROVIDED & MAINTAINED AT NO ADDITIONAL COST TO CITY. (SEE ATTACHED FOR CARDLOCK LOCATIONS)

ITEM # 3 -

PRICING FOR FUEL DELIVERY TO CITY OWNED SITES. PRICING STATED BELOW IS BASED ON JACKSONVILLE OPIS AND RUNS FOR A FOUR-YEAR PERIOD WITH 2 - 1-YEAR PERIODS OF EXTENSION POSSIBLE. PROPOSED PRICING IS AS STATED BELOW:

A) FOR TRANSPORT LOADS -

87 UNLEADED GAS: OPIS + \$.0499 / GAL

DYED DIESEL FUEL: OPIS + \$.0499 / GAL

B) FOR TANK-WAGON LOADS -

87 UNLEADED GAS: OPIS + \$.100 / GAL

DYED DIESEL FUEL: OPIS + \$.100 / GAL

(PRICING PROPOSAL BASED ON A 1500
GAL MINIMUM DELIVERY VOLUME)

Michael J. Smith, V.P.

PROPOSER'S SIGNATURE

8/7/01

DATE