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**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

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CITY'S at the end of four years; however CONTRACTOR will continue to maintain it per the terms of this Agreement

The CONTRACTOR shall be responsible for invoicing the CITY on delivery of the items purchased. Payment will be due to the CONTRACTOR 30 days after receipt of a proper invoice. Payment may be withheld by the CITY due to failure by the CONTRACTOR to comply with these Specifications or because unacceptable equipment or materials were delivered as determined by the CITY'S inspection. The CITY shall notify the CONTRACTOR of any unsatisfactory performance as soon as practicable so that it can be corrected without delaying payment if possible.

IV. DEFAULT

Failure to perform any responsibility under this AGREEMENT, shall place the non-performing party in default. Upon written notice by the non-defaulting party, the party in default shall have ten (10) days to correct the default. If the default is not corrected, this AGREEMENT may be terminated at the option of the non-defaulting party.

V. TERMINATION

Either Party may terminate this AGREEMENT with or without cause by providing 120 days written notice to the other party. CONTRACTOR shall be entitled to compensation in accordance with Section III. of this AGREEMENT for services completed prior to termination.

VI. INDEPENDENT CONTRACTOR

CONTRACTOR shall be considered as an independent contractor and as such shall not be entitled to any right or benefit to which CITY employees are or may be entitled to by reason of employment. CONTRACTOR shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of this AGREEMENT.

VII. INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the CITY and any of its agencies, officials, officers or employees from and against damages, liability losses, and reasonable costs and expenses, including reasonable attorneys' fees, arising out of or resulting from the negligence of the CONTRACTOR, its employees, agents, or Sub CONTRACTORS or others for whom the CONTRACTOR is legally liable.

VIII. SOVEREIGN IMMUNITY

Nothing in this AGREEMENT shall be interpreted as a waiver of the CITY'S sovereign immunity as granted under Section 768.28 Florida Statutes.

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IX. TIMELINESS

The CITY and CONTRACTOR further agree that time is of the essence in performance of work and that work under this AGREEMENT is required to be performed in an expeditious manner and with care reasonably expected of a CONTRACTOR performing these duties.

X. VALIDITY

If any provision of this AGREEMENT is contrary to, prohibited by, or deemed invalid by applicable law, rules or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, and shall not invalidate the remaining provisions of this AGREEMENT.

XI. CONTACT PERSONS

The parties hereto designate the following persons to be contacted regarding the performance of this agreement:

CITY OF GAINESVILLE

Milton Reid
 Fleet Management Dept., MS # 51
 P.O. Box 490
 Gainesville, FL 32602-0490
 352-334-2261

CONTRACTOR

Wenda Lewis
 Lewis Oil Company, Inc.
 P.O. Box 1282
 Gainesville, FL 32602
 352-376-3293

XII. NON-PERFORMANCE, DELAYS OR SHORTAGES

Regarding any non-performance, delays, or shortages: CONTRACTOR is excused from their non-performance or delay in the delivery of motor fuel and/or petroleum products and shall not be liable to the CITY for any damages or injunctive relief of any nature arising therefrom, when such non-performance or delay was caused by an event or contingency beyond the control of the CONTRACTOR, including but not limited to the following events: (a) acts of God, (b) fire, (c) shortages or insufficient supply of motor fuel and/or petroleum products from CONTRACTOR'S usual and customary supply sources, (d) unavailability of transportation, or failure or delay in transportation of any nature, (e) labor difficulties of any nature at the CONTRACTOR or at transportation providers, (f) voluntary or involuntary compliance with governmental authority of any nature, (g) voluntary or involuntary compliance with any allocation program of any nature, (h) when performance may possibly cause an unsafe condition to any person or property or to the environment, or (i) performance may possibly may cause a violation of a federal law, state law, local ordinance, or any other governmental authority of any nature.

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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 Lewis*
Title: *Vice President*

By *Wayne Bowers*
Title: *City Manager*

WITNESS:

WITNESS:

Randy [Signature]
Purchasing Clerk

Janey [Signature]
Naemi Hines

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

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