

City of Othello
Contract for
Gasoline and Diesel Fuel

AGREEMENT

This agreement is entered into this 6th day of August, 2018, by and between Lawrence Oil Co., Inc., 60 E. Columbia Street, Othello, WA 99344, herein called Vendor, and the City of Othello, a municipal corporation, herein called City.

RECITALS

1. The Vendor has submitted a formal proposal titled Request for Proposals to Supply Gasoline and Diesel Fuel, which was received and opened on July 26, 2018;
2. The City has completed a pre-award inspection of the Vendor's designated fuel dispensing facility, located at 60 East Columbia, Othello, WA.

AGREEMENT:

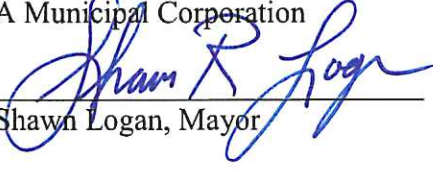
1. **FURNISHING OF SERVICES:** The Vendor shall provide all labor, services, equipment, tools and supplies necessary for the procurement of fuel in accordance with the proposal filed by the Vendor on July 26, 2018, incorporated herein by reference. Fuel procurement shall commence no later than ten (10) days after the Notice to Proceed has been issued to the Vendor.
2. **PAYMENT FOR SERVICES:** The Vendor shall invoice the City for fuel dispensed to the City in accordance with the Vendor's proposal. Fuel dispensed to the City shall be measured and paid at a price per gallon rate equal to the Vendor's Rack Price per gallon for the type of fuel dispensed, plus a rate equal to \$.075 per gallon for any type of fuel dispensed. Said price and payment shall fully compensate the Vendor for any and all costs associated with providing these fuels.
3. **ACCOUNTABILITY:** The Vendor will comply with the approved schedule for facility compliance, maintain the facility in accordance with the proposal, and provide satisfactory proof that the fuel was dispensed in accordance with Vendor's proposal.
4. **BINDING EFFECT:** The Vendor for himself/itself and for his/its heir, executors, administrators, successors, and assigns, does agree to the full performance of all the covenants contained herein upon the part of the Vendor.
5. **LIABILITY:** No liability shall attach to the City of Othello, Washington, by reason of entering into this contract, except as expressly provided herein.
6. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement between the two parties. This agreement may be changed by a written agreement, signed by both parties.

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7. TERM: The term of this agreement shall be from August 6, 2018 through August 6, 2021. This contract may be extended for one additional year upon mutual agreement of the parties.


Dated this 6th day of August, 2018.

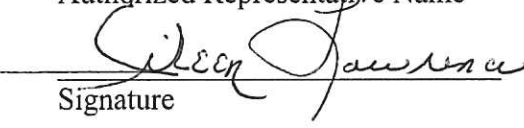
CITY OF OTHELLO
A Municipal Corporation


Shawn Logan, Mayor

Lawrence Oil Co. Inc.

Organization


Eileen Lawrence
Authorized Representative Name


Signature