

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:
 Resolution No.: 18831
 Sponsor(s): Scott Burnett
 Date: May 11, 2015

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Four year Term and Supply Contract with Four Twelve Month Options to extend for the furnishing of Fuel for the use by Various County Departments to Fraizer Oil & L.P. Gas Co. Inc of Gower, Missouri under the City of Kansas City, Missouri Contract No. EV1848, an existing cooperative government contract.</u></p>																				
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: left;">Department:</td> <td style="text-align: right;">Estimated Use: \$</td> </tr> <tr> <td>Sheriff's Department</td> <td style="text-align: right;">\$312,500.00</td> </tr> <tr> <td>Parks + Rec</td> <td style="text-align: right;">\$310,000.00</td> </tr> <tr> <td>Road & Bridge</td> <td style="text-align: right;">\$345,000.00</td> </tr> <tr> <td style="text-align: right;">Total:</td> <td style="text-align: right;">\$967,500.00</td> </tr> </table> <p>Requesting approval by the Legislature of the Term and Supply Contract; the funds were already appropriated through the annual budget adoption. Estimated use figures are for informational purposes only.</p> <p>Prior Year Budget (if applicable): \$2,144,876.53 (24 Months) Prior Year Actual Amount Spent (if applicable): \$1,945,876.53 (24 Months)</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO		Department:	Estimated Use: \$	Sheriff's Department	\$312,500.00	Parks + Rec	\$310,000.00	Road & Bridge	\$345,000.00	Total:	\$967,500.00
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PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date): 18584, Aug 18, 2014; 18516, May 12, 2014; & 16940, June 22, 2009</p>																				
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Cassandra Cheek, Senior Buyer, 881-3265</p>																				
REQUEST SUMMARY	<p>Various County Departments require a Term and Supply Contract for Fuel. Jackson County, Missouri entered into a jointly bid contract with the City of Kansas City, Missouri and other entities that include City of Lee's Summit, MO; City of Raytown, MO; Kansas City Police Department, City of Independence, MO; Wyandotte County, KS; and the City of Grandview, MO to provide a Term and Supply Contract for Fuel at reduced prices.</p> <p>RECOMMENDED VENDOR: Frazier Oil & L.P. Gas Co. CONTRACT NUMBER: City of Kansas City, MO #EV1848</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Four Year Term and Supply Contract with Four Twelve Month options to extend for the furnishing of Fuel for use by Various County Departments to Frazier Oil & L.P. Gas Co. of Gower, Missouri under the Terms and Conditions of the City of Kansas City, Missouri Contract No. EV1848, an existing cooperative government contract.</p> <p>This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. This availability of funds for specific purchases is subject to annual appropriations.</p>																				

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Copy of City of Kansas City Missouri Contract No. EV1848, Departments Memorandums	
REVIEW	Department Director: <i>D. Lee Thomas</i>	Date: <i>5/1/2015</i>
	Finance (Budget Approval): <i>If applicable</i> N/A <i>Mary Rasmussen</i>	Date: <i>5/1/15</i>
	Division Manager: <i>Mary Lou Brown</i>	Date: <i>5/7/15</i>
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

STANDARD CITY CONTRACT**MASTER CONTRACT FOR PRODUCTS and SERVICES - THE CITY OF KANSAS CITY, MISSOURI****CONTRACT NO.: EV1848****TITLE/DESCRIPTION: Fuel Products and Fuel Related Services**

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY or "Agency"), and Frazier Oil & L.P. Gas Company, Inc. ("CONTRACTOR").

Sec. 1. The Contract. The Contract between the CITY and CONTRACTOR for CONTRACTOR to provide fuel products and fuel related services consists of the following Contract Documents:

- (a) this Contract;
- (b) Exhibit 1 entitled "Pricing." Exhibit 1 consists of all of the following documents:
 - Appendix J Missouri Transport Delivery Pricing dated 4-3-15
 - Appendix K Kansas Transport Delivery Pricing dated 4-3-15
 - Appendix L Missouri and Kansas Tankwagon Delivery & Kerosene Pricing dated 4-3-15
 - Appendix M PRICE INCREASE
 - Appendix N FUEL QUALITY SERVICES
 - Appendix O Fuel Tank Rental dated 4-3-15.
- (c) CONTRACTOR's Proposal dated March 05, 2015 that is attached hereto and incorporated into this Contract (except CITY and CONTRACTOR do not incorporate CONTRACTOR's proposed Pricing that is subceded by the pricing set forth in Exhibit 1 entitled.Pricing and is dated April 3, 2015);
- (d) CITY's RFP No.EV1848 entitled "Gasoline, Alternative, Diesel, and Kerosene Products and Related Services" and all Addendums that are incorporated into this Contract by reference;
- (e) CONTRACTOR's Best and Final Offer dated April 03, 2015;
- (f) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

Sec. 2. Initial Term of Contract and Additional Periods.

- (a) **Initial Term.** The initial term of this Contract shall begin on May 1, 2015 and shall end on April 30, 2019. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) **Renewal Terms.** At anytime prior to the expiration of the initial term or any subsequent term, the CITY shall have the unilateral right to renew this Contract for up to four (4) additional one (1) year terms.
- (c) **Transition Term.** Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

Sec. 3. Compensation.

- (a) CONTRACTOR shall timely provide all fuel related products ("Products") and fuel related services ("Services") in accordance with the Contract and the CITY shall pay CONTRACTOR the lowest Price set forth in Exhibit 1 of the Contract for all Products and Services. CITY will order all Products and Services on an as needed basis.
- (b) CITY shall order all Products and Services to be provided by CONTRACTOR under this Contract by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligations to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR. CONTRACTOR shall not provide any Products and Services in excess of the dollar amount contained in any Purchase Order and CONTRACTOR shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY without CITY's prior written authorization.
- (c) If the spot market pipeline terminal Rack price for any diesel product or gasoline product is between \$5.00 and \$10.00 per gallon, CITY shall pay CONTRACTOR the applicable Margin Above Rack charge set forth in Appendix M of Exhibit 1 in addition to the Margin Cost Above Rack in Appendix J, K and L. If the spot market Rack price for any diesel product or gasoline product exceeds \$10.00 per gallon, CONTRACTOR shall be paid at the \$10.00 per gallon Margin Above Rack Charge plus an increase of \$0.0020 per \$0.50 increment increase in the Rack Price.

Example: If the Rack Price is \$10.50, CITY shall pay CONTRACTOR the amount of \$0.0210 per gallon in addition to the pricing set forth in Appendixes J, K and L.

- (d) CITY may rent fuel related Equipment from CONTRACTOR at the pricing set forth in Appendix O of Exhibit 1. CONTRACTOR shall timely provide any fuel related rental equipment ordered by the CITY pursuant to a Purchase Order issued in compliance with the CONTRACT.

Sec. 4. Invoices.

- (a) CONTRACTOR shall invoice the CITY in accordance with the Contract. CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for Products and Services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.
- (b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.
- (c) CITY shall not process CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract.
- (d) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.

Sec. 5. Representations and Warranties of Contractor. CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.

- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.

Sec. 6. Survival of the Representations, Warranties and Covenants. All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

Sec. 7. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

Sec. 8. Termination for Convenience. CITY may, at any time upon thirty (30) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

Sec. 9. Default and Remedies.

- (a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days written notice and opportunity to cure such default or breach
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY ten (10) days written notice and opportunity to cure such default or breach.

Sec. 10. Waiver. Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 11. Acceptance. No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Sec. 12. Records.

- (a) For purposes of this Section:
 - 1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.
 - 2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.
- (b) CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.
- (c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

Sec. 13. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 38 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 38 of City's Code. Contractor shall:

- (a) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- (b) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (c) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 38 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 14. Tax Compliance. CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

Sec. 15. Buy American Preference. It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 16. Service of Process. In addition to the methods of service allowed by the State of Missouri, CONTRACTOR hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon CONTRACTOR's actual receipt of process or upon the CITY's receipt of the return thereof by the United States Postal Service as refused or undeliverable. CONTRACTOR must promptly notify the CITY, in writing, of each and every change of address to which service of process can be made. Service by the CITY to the last known address shall be sufficient. CONTRACTOR will have thirty (30) calendar days after service hereunder is complete in which to respond.

Sec. 17. Notices. All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY: City of Kansas City, Missouri
Procurement Services Division
414 East 12th Street, 1st Floor, Room 102 W
Kansas City, Missouri 64106
Attention: Cedric Rowan, C.P.M., Manager
Telephone: (816) 513-1592
Facsimile: (816) 513-1156

With copies to: William Geary, Esq.
City Attorney
Law Department of Kansas City, Missouri
414 East 12th Street, 28th Floor
Kansas City, Missouri 64106
Telephone: (816) 513-3118

If to the CONTRACTOR: Scott Frazier

President
100 Whitney Ave. .
Gower, MO 64454
Telephone: (816) 424-6623
Facsimile: (816) 424-3775

Sec. 18. General Indemnification.

- (a) For purposes of this Section only, the following terms shall have the meanings listed:
- 1 Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.
 - 2 CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
 - 3 CITY means CITY, its Agencies, its agents, officials, officers and employees.
- (b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- (c) CONTRACTOR shall defend, indemnify and hold harmless CITY from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of CITY. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.
- (a) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 19. Insurance.

- (a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:
- 1 Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- a Severability of Interests Coverage applying to Additional Insureds
 - b Contractual Liability
 - c Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
 - d No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.
- 2 Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
- 3 Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.
4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
- (b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.
- (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
- (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of A-, V or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
- (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.
- (f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 20. Interpretation of the Contract.

- (a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arms length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the CONTRACTOR more money and time. CITY and CONTRACTOR agree that CITY's Manager of Procurement Services shall resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement, in favor of the CITY and its taxpayers even if it will cost the CONTRACTOR more money and time. The decision of CITY's Manager of Procurement Services shall be final and conclusive if the Manager of Procurement Services acted in good faith.
- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement. CONTRACTOR certifies that CONTRACTOR has provided the CITY written notice of all ambiguities, conflicts, errors or discrepancies that it has discovered in the Agreement and the written resolution thereof by the CITY as embodied in this final Agreement is acceptable to CONTRACTOR.
- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.
- (d) CONTRACTOR knowingly and voluntarily agrees to this Section and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

Sec. 21. Contract Execution. This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

Sec. 22. Assignability and Subcontracting.

- (a) **Assignability.** Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.
- (b) **Subcontracting.** Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 23. Employee Eligibility Verification. CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at http://www.dhs.gov/xprevprot/programs/qc_1185221678150.shtm. For those CONTRACTORS enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

Sec. 24. Emergencies.

- (a) **Disaster** means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.

- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.
- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- (f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

Sec. 25. Fuel Shortages.

If there is a Product shortage of any type of fuel in the Kansas City metropolitan region for any reason, CONTRACTOR shall use CONTRACTOR's best efforts to supply fuel related Products to the CITY and CONTRACTOR shall supply fuel related Products to the CITY before CONTRACTOR supplies fuel related Products to any other customer or anyone else. Supplying fuel products to the CITY will be CONTRACTOR's highest priority to allow the CITY to continue to provide essential services to its citizens. During a fuel related Product shortage, CONTRACTOR shall charge the CITY in accordance with the Contract Pricing and CITY shall pay any of CONTRACTOR's increased direct costs that are directly caused by obtaining fuel related Products during a fuel shortage in the Kansas City metropolitan region.

Sec. 27. Fixed-Future Pricing and Locked Agreements Prohibited.

Notwithstanding any other provision in this Contract, CITY and CONTRACTOR shall not enter into any "fixed-future pricing agreements" or "locked agreements" until the City Council of the City of Kansas City, Missouri adopts a formal written policy authorizing such transactions and the CITY and CONTRACTOR execute a written Amendment to this Contract executed by both the CITY's Director of Finance and the CITY's City Attorney. The CITY shall have no financial obligation to CONTRACTOR or anyone else for any Fixed-Future Pricing Agreement or Locked Agreement that does not comply with all of the requirements of this Section.

Sec. 28. Leasing Prohibited.

CONTRACTOR shall not lease any fuel related Equipment to the CITY unless the CITY executes a written amendment to this Contract executed by both the CITY's Director of Finance and the CITY's City Attorney. The CITY shall have no financial obligation to CONTRACTOR or anyone else for any Lease that does not comply with all of the requirements of this Section.

CONTRACTOR

I hereby certify that I have the authority to execute this document on behalf of CONTRACTOR.

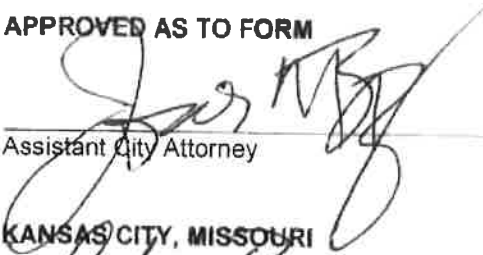
Contractor: FRAZIER OIL & L.P. GAS CO., INC.

By: Scott Frazier 

Title: President

Date: 4-27-15

APPROVED AS TO FORM


Assistant City Attorney

(Date)

KANSAS CITY, MISSOURI

By: Cedric K...

Title: Manager of Investment Services

Date: 4/27/15

Exhibit 1 - Pricing

MISSOURI TRANSPORT DELIVERY PRICING

CLASS CODE	ITEM NO.	ITEM AND SPECIFICATION	UNIT	MARGIN COST ABOVE RACK	STATE OF MO TAX	MUST FEE	LUST FEE	MO INSP. FEE	KS INSP. FEE	FED OIL SPILL FEE	TOTAL CHARGE (PER GAL)
J1		Gasoline, Unleaded, 87, 89, 91 Octane	GAL	\$0.04700	\$0.17000	\$0.00250	\$0.00100	\$0.00050	\$0.00030	\$0.00190	\$0.22320
J2		Gasoline Unleaded, 87, 89, 91 Octane Ethanol Blend	GAL	\$0.04700	\$0.17000	\$0.00250	\$0.00100	\$0.00050	\$0.00030	\$0.00190	\$0.22301
J3		Diesel Fuel, Clear, #1, #2 USLD #1 & #2 USLD Mix	GAL	\$0.05100	\$0.17000	\$0.00250	\$0.00100	\$0.00050	\$0.00030	\$0.00190	\$0.22720
J4		Bio-Diesel Single Terminal	GAL	\$0.05100	\$0.17000	\$0.00250	\$0.00100	\$0.00050	\$0.00030	\$0.00181	\$0.22714
J5		K-1 Kerosene - Bulk	GAL	\$0.13770	\$0.17000	\$0.00250	\$0.00100	\$0.00050	\$0.00030	\$0.00190	\$0.31390
J6		Mixed TOW III Marine Oil at 50:50 ratio	EA	Tank Wagon Only	\$0.17000	\$0.00250	\$0.00100	\$0.00050	\$0.00030	\$0.00190	Tank Wagon Only
J7		Red Eye DR-Road	GAL	\$0.00500							\$0.00500
J8		X1 Fueling Additive, or other, alkyl		\$0.02000							\$0.02000
J9		Customer Specific Fuel Additives		KCMO List Price	Markup	Discount					TOTAL CHARGE (PER FUEL GAL)
J10		Power Service Additive, Clear Diesel at 1:1000 ratio	GAL	\$0.03290	10%	\$0.00000					\$0.036190
J11		Power Service Additive, Diesel Klean at 1:1500 ratio	GAL	\$0.01930	10%	\$0.00000					\$0.021230
J12		Power Service Additive, Arctic Express at 1:1500 ratio	GAL	\$0.01830	10%	\$0.00000					\$0.020130
J13		Power Service Additive, Arctic Express at 1:1500 ratio	GAL	\$0.01380	10%	\$0.00000					\$0.015180
J14		Power Service Additive, BioKleen at 80oz, 1600 ratio	GAL	\$0.04594	10%	\$0.00000					\$0.050534
J15		Silt-Load Charge	-DGC	\$100.00							
J16		Silt-Delivery Charge	-DGC	\$100.00							

Discount for prompt payment: _____ % 0.001 (One-tenth of one percent) (Fuel Only) Net: _____ 20 _____ (Calendar Days)

Item #5 Kerosene is not available at local terminals and must be loaded at Coffeyville Kansas for transport loads

Supplier's Authorized Signature: _____

APPENDIX-J MISSOURI TRANSPORT DELIVERY PRICING

CLASS CODE	ITEM NO.	ITEM AND SPECIFICATION	UNIT	MARGIN COST ABOVE RACK	STATE OF MO TAX	MUST FEE	Fed Tax	MO INSP. FEE	KS INSP. FEE	FED OIL SPILL FEE	TOTAL CHARGE PER GAL.
JET		Jet Fuel with PRIST	GAL	\$0.05850	\$0.00000	\$0.00250	\$0.24400	\$0.00050	\$0.00030	\$0.00190	\$0.30770
<p>The above quote has full Federal Tax of 2440 cents per gallon and this is how Frazier Oil Co. must handle the taxation on jet fuel today beginning April 2015. Frazier Oil Co. can file for a Federal "UJA" license that will allow the Federal Tax on Jet Fuel sold to a State Government Agency to be exempt from the Federal tax of 2430 cents per gallon.</p>											

CLASS CODE	ITEM NO.	ITEM AND SPECIFICATION	UNIT	MARGIN COST ABOVE RACK	STATE OF MO TAX	MUST FEE	LUST FEE	MO INSP. FEE	KS INSP. FEE	FED OIL SPILL FEE	TOTAL CHARGE PER GAL.
JET		Jet Fuel with PRIST	GAL	\$0.05850	\$0.00000	\$0.00250	\$0.00100	\$0.00050	\$0.00030	\$0.00190	\$0.06470
<p>The above quote has is based upon receiving the "UJA" license from the Federal Government that would allow Frazier Oil Co. to sell Jet Fuel to a State Government Agency with an exemption for the Federal Tax of 2430 cents per gallon.</p>											

Discount for prompt payment: _____ % 0.001 (One-tenth of one percent) (Fuel Only) Net: 20 (Calendar Days)

Supplier's Authorized Signature _____ Date _____

APPENDIX-K KANSAS TRANSPORT DELIVERY PRICING

CLASS CODE	ITEM NO.	ITEM AND SPECIFICATION	UNIT	MARGIN COST ABOVE RACK	STATE OF KANSAS TAX	KANSAS ENV FEE	LUST FEE	KS INSP. FEE	FED OIL SPILL FEE	TOTAL CHARGE (PER GAL.)
K1		Gasoline, Unleaded 87,89,91 Octane	GAL	\$0.04750	\$0.24000	\$0.01000	\$0.00100	\$0.00030	\$0.00190	\$0.31020
K2		Gasoline, Unleaded 87,89,91 Octane Ethanol Blend	GAL	\$0.04750	\$0.24000	\$0.01000	\$0.00100	\$0.00030	\$0.00190	\$0.31020
K3		Diesel Fuel Clear #1 #2 USLD, #1 & #2 USLD Mix	GAL	\$0.05300	\$0.25000	\$0.01000	\$0.00100	\$0.00030	\$0.00190	\$0.32420
K4		Bio-Diesel: Single Terminal	GAL	\$0.05100	\$0.26000	\$0.01000	\$0.00100	\$0.00030	\$0.00181	\$0.32411
K5		K-1 Kerosene - Bulk	GAL	\$0.13770	\$0.26000	\$0.01000	\$0.00100	\$0.00030	\$0.00190	\$0.41090
K6		Mixed TOW-III Marine Oil at 50:1 ratio	GAL	Tank/Wagon Only	\$0.24000	\$0.01000	\$0.00100	\$0.00030	\$0.00190	Tank/Wagon Only
K7		Red Dye Off-Road	GAL	\$0.00500						\$0.00500
K8		Pipeline Additive, or equivalent	GAL	\$0.02000						\$0.02000
Customer Specific Fuel Additives:										
K9		Power Service Additive, Clear Diesel at 1:1000 ratio	GAL	\$0.03290	10%	Discount				\$0.036190
K10		Power Service Additive, Diesel Klean at 1:1500 ratio	GAL	\$0.03930	10%	Discount				\$0.021230
K11		Power Service Additive, Supplement at 1:1500 ratio	GAL	\$0.01830	10%	Discount				\$0.020130
K12		Power Service Additive, Arctic Express at 1:1500 ratio	GAL	\$0.01380	10%	Discount				\$0.015290
K13		Power Service Additive, Bloklean at 1:1000 ratio	GAL	\$0.04594	10%	Discount				\$0.050534
K14		Silt-Load Charge	Load	\$100.00						
K15		Silt-Delivery Charge	Load	\$100.00						

Discount for prompt payment: % 0.001 (One-tenth of one percent) (Fuel Only) Net 20 (Calendar Days)

Term: 30 Days. Kerosene is not available at local terminals and must be loaded at Coffeyville Kansas for transport loads.

Supplier Authorized Signature _____ Date _____

APPENDIX-L MISSOURI AND KANSAS TANKWAGON DELIVERY & KEROSENE PRICING

APPENDIX PAGE - FUEL - DELIVERED

* Taxes, Fees, Dyes, Additives, Split Load, Split-Delivery, Discount for Prompt Payment will be at the cost provided on Appendix J & K.

CLASS CODE	ITEM NO.	ITEM AND SPECIFICATION	*MARGIN COST ABOVE RACK 0-499gal	*MARGIN COST ABOVE RACK 500-999gal	*MARGIN COST ABOVE RACK 1000-1999gal	*MARGIN COST ABOVE RACK 2000-2999gal	*MARGIN COST ABOVE RACK 3000-4999gal
L-1		Gasoline, Unleaded: 87,89,91 Octane	\$0.29750	\$0.29750	\$0.24750	\$0.18750	\$0.15500
L-2		Gasoline, Unleaded: 87,89,91 Octane Ethanol Blend	\$0.29750	\$0.29750	\$0.24750	\$0.18750	\$0.15500
L-3		Diesel Fuel Clear: #1, #2 USLD, #1 & #2 USLD Mix	\$0.29750	\$0.29750	\$0.24750	\$0.18750	\$0.15500
L-4		Bio-Diesel: Single Terminal	\$0.29750	\$0.29750	\$0.24750	\$0.18750	\$0.15500
L-5		K-1 Kerosene - Bulk	\$0.29750	\$0.29750	\$0.24750	\$0.18750	\$0.15500
L-6		Mixed TCW III Marine Oil at 50:1 ratio	\$0.75000	\$0.75000	\$0.75000	\$0.75000	\$0.75000

** Suppliers invoice cost shall include all applicable taxes and fees

CLASS CODE	ITEM NO.	ITEM AND SPECIFICATION	**MARKUP ABOVE SUPPLIERS COST (PER 55-Gallon)	DRUM DEPOSIT (\$5-GALLON)
L-7		K-1 Kerosene, Drum Delivered	\$60.00000	\$25.00
L-8		K-1 Kerosene, Drum - Picked Up	\$50.00000	\$25.00

Item L-5 (Kerosene) is not available at local terminals, product would be loaded at a regional bulk plant
 Item L-6, TCW III Marine Oil, is not available at a local terminal and must be blended at a regional bulk plant.

Suppliers Authorized Signature _____ Date _____

APPENDIX-M PRICE INCREASE

Supplier shall state the "Margin" above Rack" price increase for each price increment.
Reference section....

Rack Price	0-499 NET Gallons	500-999 NET Gallons	1000-1999 NET Gallons	2000-2999 NET Gallons	3000-4999 NET Gallons	5000+ NET Gallons
\$5.00	\$0.0015	\$0.0015	\$0.0015	\$0.0015	\$0.0015	\$0.0015
\$5.50	\$0.0025	\$0.0025	\$0.0025	\$0.0025	\$0.0025	\$0.0025
\$6.00	\$0.0040	\$0.0040	\$0.0040	\$0.0040	\$0.0040	\$0.0040
\$6.50	\$0.0060	\$0.0060	\$0.0060	\$0.0060	\$0.0060	\$0.0060
\$7.00	\$0.0080	\$0.0080	\$0.0080	\$0.0080	\$0.0080	\$0.0080
\$7.50	\$0.0095	\$0.0095	\$0.0095	\$0.0095	\$0.0095	\$0.0095
\$8.00	\$0.0110	\$0.0110	\$0.0110	\$0.0110	\$0.0110	\$0.0110
\$8.50	\$0.0130	\$0.0130	\$0.0130	\$0.0130	\$0.0130	\$0.0130
\$9.00	\$0.0150	\$0.0150	\$0.0150	\$0.0150	\$0.0150	\$0.0150
\$9.50	\$0.0170	\$0.0170	\$0.0170	\$0.0170	\$0.0170	\$0.0170
\$10.00	\$0.0190	\$0.0190	\$0.0190	\$0.0190	\$0.0190	\$0.0190

X 
Supplier's Authorized Signature

X 3-4-2015
Date

APPENDIX PAGE-N FUEL QUALITY SERVICES

Ref:

2.5 Supplier shall provide products and services to maintain fuel quality. Maintenance services provided shall detect, diminish, and remove free and suspended moisture content, particulate matter, microbial contamination, and Ethanol phase separation throughout the year. **NOTE: Fuel additive products used for restoring fuel quality will be at the cost provided on Appendix J & K.**

UNIT	SERVICE	UNIT	COST
2.6.5	Tank Fuel Sampling: Once a year supplier shall bottom sample fuel in storage tanks using "bacon bombs" of similar method to extract fuel for visual inspection. Based on visual inspection one or more of the following lab analysis might be required:		
1	Customer request for additional per tank sampling	Per Sample	\$ 175.00
2	Diesel Fuel:		
3	Microbial Contamination (Positive/Negative)	Per Test	
4	Distillation (D-86)	Per Test	
5	API Gravity (D-287)	Per Test	
6	Cetane Index (D976)	Per Test	
7	Water by Karl Fisher (ASTM D-534)	Per Test	
8	Water & Sediment (D-1796)	Per Test	
9	Unleaded and Ethanol Blend Fuel:		
10	Microbial Contamination (Positive/Negative)	Per Test	\$ 175.00
11	Distillation (D-86)	Per Test	
12	API Gravity (D-287)	Per Test	
13	Cetane Index (D976)	Per Test	
2.6.6	Fuel Reconditioning and Tank Bottom Sweep Service:		
1	On-Site Equipment Mobilization Fee	Per Site	\$ 600.00
2	0-10,000gal Horizontal UST Tank Bottom Sweep - moderate water and/or sediment	Per Tank	\$ 3,800.00
3	0-10,000gal Horizontal AST Tank Bottom Sweep - moderate water and/or sediment	Per Tank	\$ 4,000.00
4	Per Hour Rate for 10,000+gal or Vertical or Heavy water and sediment	Per Hour	\$ 175.00
5	Disposal of Diesel Waste	Per Gal	\$ 3.00
6	Disposal of Unleaded Waste	Per 55gal/Drum	\$ 275.00
7	Additional to Tank Bottom Sweep, hourly service rate to recondition fuel in the Tank	Per Hour	\$ 175.00
2.6.7	Micro-Biocide Treatment: Properly mix/agitate fuel with approved dual-phase biocide		
1	Add Micro-Biocide product to fuel and mix/agitating	Per Tank	\$ 175.00
2.6.8	Supplier shall provide emergency services when air/ground water enters the fuel storage tank, at a level of 2" or more, to include:		
1	After-Hours On-Site Equipment Mobilization Fee	Per Site	\$ 600.00
2	After-Hours Hourly Service Rate	Per Hour	\$ 250.00
3	Water Coalescer Filter	Per Filter	\$ 50.00
4	Water Contact Diesel	Per 55gal/Drum	\$ 275.00
5	Water Contact Gasoline	Per 55gal/Drum	\$ 275.00

Notes: 1. All included in one cost which is \$175.00 per each sample
 2. All included in one cost which is \$450.00 per hour for air and ground test

3-4-2015
 Date

Suppliers Authorized Signature

APPENDIX O FUEL STORAGE TANK RENTAL

Supplier to provide tanks and dispensing equipment for temporary use. Tanks shall be secondary contained and meet all Federal, State, Local codes and properly labeled.

Reference SECTION III, SPECIFICATIONS - SCOPE OF SERVICES. 3.0

Storage Tank Size	Equipment Delivery & Setup Charge	Monthly Rental Charge	Equipment Removal Charge
500 Gallon Capacity	\$ 1,000.00	\$ 400.00	\$ 900.00
1000 Gallon Capacity	\$ 1,000.00	\$ 500.00	\$ 900.00
2000 Gallon Capacity	\$ 1,000.00	\$ 600.00	\$ 900.00
Emergency Upcharge	\$ 1,600.00		

Supplier to state minimum number of days notice required for equipment delivery 42 (days) starting with the day that notification of bid is awarded.

Supplier to state minimum number of days notice required for equipment delivery 6 (days) after the initial 40 days preceding the notification that bid has been awarded.

Supplier to state minimum number of days notice required for equipment removal 6 (days)

Supplier to state upcharge when equipment is required to be delivered and setup or removed after normal business hours, weekends, Holidays, or prior to "minimum number of days notice"

Suppliers Authorized Signature

X 4-8-15

Date

ORDINANCE NO. 150273

Authorizing the Manager of Procurement Services to execute a four year term and supply contract (EVI848) with Frazier Oil Company to supply fuel related products and services and authorizing the Manager of Procurement Services to amend the contract and exercise four (4) one-year renewals of the contract.

WHEREAS, the City solicited proposals for the operation of its fuel program; and

WHEREAS, Frazier Oil Company was determined to be the best proposer and has been selected to provide this service; and

WHEREAS, Section 3-41(a)(2), Code of Ordinances, requires the Manager of Procurement Services, to obtain City Council authorization to enter into contracts that may exceed \$1,200,000.00; and

WHEREAS, the General Services Department estimates the City will spend \$8,625,000.00 in Fiscal Year 2015-2016 from funds previously appropriated for this contract; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Manager of Procurement Services is hereby authorized to execute a four year term and supply contract with Frazier Oil Company to supply fuel related products and services. A copy of the term and supply contract is on file in the Procurement Services Division.

Section 2. That the Manager of Procurement Services is hereby authorized to amend the contract and exercise up to four one-year renewals of the contract without City Council authorization.

The City has no financial obligation under both this Ordinance and Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.



Authenticated as Passed

[Handwritten signature of Sly James]

Sly James, Mayor

Marilyn Sanders, City Clerk

APR 23 2015

[Handwritten signature of Randall J. Landas]
Randall J. Landas
Director of Finance

Approved as to form and legality:

[Handwritten signature of James Brady]
James Brady
Assistant City Attorney

Date Passed

From: Marvin J. Walker
Sent: Thursday, April 30, 2015 1:54 PM
To: Barbara J. Casamento; Cassandra L. Cheek
Cc: Laura J. Scott
Subject: FW: FIREARM TRAINING INVOCIE
Attachments: 0302_0001.pdf

Hello:

The attached invoice supports RE 321158090028960 000.

Lt. Marvin J. Walker
Support Services Supervisor
1300 Cherry St.
K.C., Mo. 64106
Phone: 816-881-4252
Fax: 816-8814326
E-mail: mwalker@jacksongov.org

From: 1stfloormarvinwalker@jacksongov.org [mailto:1stfloormarvinwalker@jacksongov.org]

Sent: Thursday, April 30, 2015 12:59 PM

To: Marvin J. Walker

Subject: Attached Image

PHONE: (816) 234-5350

Res. 18831

INVOICE

BOARD OF POLICE COMMISSIONERS

1125 LOCUST STREET

KANSAS CITY, MISSOURI 64106

T. I. N. 44-6000197

Name Jackson County Dept. of Correction
Street 1300 Cherry Street
City/State/Zip Kansas City, MO 64106

Invoice	9522
Page	1
	of pages
	1
Invoice Date	4/17/2015

Please pay from this invoice
Make check payable to:

Terms: Net 30 days

BOARD OF POLICE COMMISSIONERS

Quantity	Description	Unit Price	Amount
✓ 8.30	RANGE USAGE FOR THE MONTH OF MARCH 2015 03/14/15 - Indoor Range	✓ 80.00000	\$664.00
Invoices Inquiries Contract: Kristine Reiter (816) 234-5346		OK TO PAY [Signature] Total Due	4-22-15 ✓ \$664.00

OFFICE OF JACKSON COUNTY, MISSOURI
SHERIFF
INTER-OFFICE MEMORANDUM

TO: Cassandra Cheek

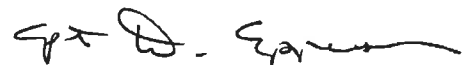
FROM: Captain David Epperson

DATE: 04/30/2015

SUBJECT: Estimated Fuel spending level for 2015

Cassandra,

We have budgeted \$312,500 for fuel this year and anticipate spending all of it to cover fuel costs for the Sheriff's Office and other agencies which utilize our fuel pumps.





**JACKSON COUNTY
Parks + Rec**

22807 Woods Chapel Road
Blue Springs, Missouri 64015
MakeYourDayHere.com

Res. 18831

Michele Newman, Director
(816) 503-4800
Fax: (816) 795-1234

MEMORANDUM

TO: Cassandra Cheek, Senior Buyer & Office Services Coordinator
FROM: Nicol Mancini, Administrative Assistant
DATE: April 30, 2015
SUBJECT: Fuel Contract

The Parks and Recreation Department will utilize this contract.

Our **projected usage** during the next three months is \$310,000.

Budget	Line Item		Item Total
Park Operations	003-1602-57110 (Gasoline)	\$200,000	\$200,000
Marinas	300-1653-57110 (Gasoline)	\$110,000	\$110,000

2014--Usage

Park Operations	003-1602-57110 (Gasoline)	\$195,000
Marinas	300-1653-57110 (Gasoline)	\$114,000

**Park Operations usage MAY increase if Parks + Rec takes over Sheriff's fuel tanks



Michael D. Sanders, County Executive



Jackson County
Public Works Department

ROAD MAINTENANCE 34900 E. Old US 40 Hwy, P.O. Box 160
Grain Valley, Missouri 64029
(816) 847-7050 *phone*
(816) 847-7051 *fax*

MEMORANDUM

TO: Cassandra Cheek, Senior Buyer

FROM: Caroline Deihl, Public Works – Road Maintenance

DATE: April 30, 2015

SUBJECT: City of Kansas City Missouri Contract No. EV 1848 – Fuel Contract

Cassandra, We have evaluated the above referenced bid for City of Kansas City Missouri Contract No. EV 1848 – Fuel Contract. We will spend approximately \$345,000.00.