

This AGREEMENT made and entered into this _____ day of _____ 2017, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, , hereinafter referred to as "City," and AvFuel Corporation, a company in the State of Michigan, hereafter referred to as "Service Provider." Witnesseth, that:

WHEREAS, Service Provider has offered to provide the services described in PART I; in consideration of the payment terms described in PART II; subject to the Insurance Requirements described in PART III; and subject to the General Conditions described in PART IV; and

WHEREAS, City desires to engage Service Provider to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

- 1. City employs Service Provider to perform the services hereinafter set forth.
- 2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City's Request for Proposal No. 2017-122 (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as PART I; Payment Terms and/or Fee Schedule, attached hereto as PART II; Insurance Requirements, attached hereto as PART III; and General Conditions, attached hereto as PART IV. Where the terms of the RFP or the Proposal conflict with anything in PARTS I, II, III or IV, the terms of the PARTS shall control.
- 3. Compensation. It is expressly understood that in no event will the compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses exceed the fuel costs outlined in PART II. Service Provider agrees that the price for all fuel items outlined in PART II shall not increase for a period of one (1) year from the date of agreement execution. If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.
- 4. The term of this Agreement shall be for a one (1) year period from November 9th, 2017 through November 8th, 2018. The City may at its option renew the Agreement up to four (4) additional one-year terms by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per RFP# 2017-122; Section 9.0 c., and d.; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated agreement term.
- 5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

Sarah Dougherty
Procurement Officer of Record

Stephen A. Arbo, City Manager Date

Avfuel Corporation
Company Name

[Signature]
Company Authorized Signature

Dishel Magee 9/7/17
Title Date

David Mittelman
Type or Print the Name of Authorized Person

APPROVED AS TO FORM:

Office of the City Attorney

"The mission of the procurement operation is to provide innovation, value and cost effective solutions with integrity while preserving the public trust."
Approved by Legal: 6/30/2014