

CONTRACT

35139

THIS CONTRACT is made and entered, in duplicate, as of November 14, 2018 for reference purposes only, pursuant to Resolution No. RES-18-0170, adopted by the City Council of the City of Long Beach at its meeting on November 13, 2018, by and between THE BOLDER GROUP, INC., a California corporation ("Contractor"), with a place of business at 227 N. Marina Drive, Long Beach, CA 90803, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, the City desires to purchase marine fuels used to support boats utilized by the Police, Fire, Public Works and Parks, Recreation and Marine Departments ("Marine Fuels"); and

WHEREAS, City did by Resolution No. RES-18-0170 determine that the City's need to purchase Marine Fuels could only be met by Contractor and, by reason of the foregoing, no useful purpose would be served by advertising for bids to purchase Marine Fuels, and to do so would constitute an idle and useless act and an unnecessary expenditure of public funds;

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. Contractor shall sell, furnish, and deliver to City Marine Fuels as authorized by Resolution No. RES-18-0170.

2. City shall pay Contractor in due course of payments for Marine Fuels a sum not to exceed an annual amount of One Hundred Fifty Thousand Dollars (\$150,000), with a ten percent (10%) contingency in the amount of Fifteen Thousand Dollars (\$15,000), for a total annual amount not to exceed One Hundred Sixty-Five Thousand Dollars (\$165,000).

3. The term of this Contract shall commence on January 1, 2019, and shall terminate at midnight on December 31, 2020, with the option to renew for two (2) additional one (1) year periods, at the discretion of the City Manager, unless sooner

1 terminated as provided herein. The City may terminate this Contract by giving thirty (30)
2 days prior notice of termination to Contractor.

3 4. Neither this Contract nor any of the moneys that may become due
4 Contractor hereunder may be assigned without the prior written consent of City.

5 5. Any notices required hereunder or desired to be given by either party
6 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first
7 class postage prepaid, addressed to Contractor at the address stated herein, and to City
8 at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice
9 shall be deemed given on the date personal delivery is made or on the date of deposit in
10 the mail, whichever first occurs.

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6. City shall have the benefit of any warranty from the manufacturer on the Marine Fuels, and Contractor warrants that the Marine Fuels are in good working order and free from defect at the time of delivery.

IN WITNESS WHEREOF, the parties have signed this document with all the formalities required by law as of the date first stated above.

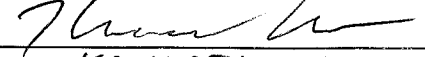
DECEMBER 3, 2018

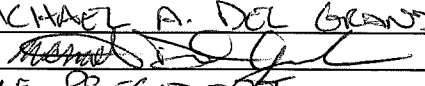
DECEMBER 3, 2018

Tom Modica
Assistant City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

12/21, 2018

THE BOLDER GROUP, INC., a California corporation

By 
Name KENNETH W. WALKER
Title PRESIDENT

By MICHAEL A. DEL GRANDE
Name 
Title VICE PRESIDENT

"Contractor"

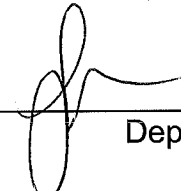
CITY OF LONG BEACH, a municipal corporation

By 
City Manager

"City"

This Contract is approved as to form on 12/19/18, 2018.

CHARLES PARKIN, City Attorney

By 
Deputy