

Master Contract Number: C2022-0032

Office Use Only

SUB-CONTRACT NUMBER:
C2024-0006**SECOND CONTRACT RENEWAL
SERVICES CONTRACT**

THIS SECOND CONTRACT RENEWAL made and entered into this date, _____, by and between the City of Branson, Missouri (the "City") and **Empire Energy, LLC** ("Service Provider") for renewal period **Two** from **January 1, 2024** to **December 31, 2024**.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Service Provider as follows:

1. **Renewal.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities as referenced in the original contract attached as **Exhibit 1**.

2. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this Renewal exceed the sum of **Five Hundred Twenty Thousand Dollars And Zero Cents (\$520,000.00)**, all of which is dependent upon budget appropriations.

3. **Bonds and Insurance.** The Service Provider shall procure and maintain all insurance and bonds (if applicable) to satisfy statutory bonding requirements, and to protect the City from any liability exposure resulting from the Service Provider's activities as outlined in the original contract and provide the City the most up-to-date insurance certificates and to keep them current.

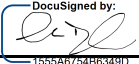
4. **Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

☐ If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

5. Except as amended by this Second Renewal, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Second Renewal, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Second Renewal.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

SERVICE PROVIDER:

By:  9/6/2023
(Signature) Date

CITY OF BRANSON, MISSOURI

Larry D. Milton Date
Mayor

ATTEST:

Hillary Briand Date
City Clerk

APPROVED AS TO FORM:

 8/21/2023
Interim City Attorney Date

Exhibit 1

Office Use Only
MASTER CONTRACT NUMBER:
C2022-0032

SERVICES CONTRACT

THIS CONTRACT made and entered into this 4 day of November, 2021, by and between the City of Branson, Missouri (the "City") and Empire Energy, LLC ("Service Provider").

WITNESSETH:

THAT, WHEREAS, the City of Branson desires to engage the Service Provider to provide certain services hereafter more particularly described in **Exhibit A**; and

WHEREAS, the Service Provider made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Service Provider as follows:

1. **Scope Of Work.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities hereinafter set forth in **Exhibit A**.
2. **Addition to Work.** The City and the Service Provider may amend the scope of work set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7B of this contract. Any amendments shall be in written form and prepared and approved by the appointed City Officials and countersigned by the Service Provider.
3. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.
4. **Payment for Labor and Materials.** The Service Provider agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Service Provider. All of the work required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.
5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. **The term of the contract will be from a date beginning on January 1, 2022 to a date ending December 31, 2022, with the option to renew the contract for up to three (3) additional successive one-year terms unless Service Provider has notified the City at least ninety (90) days prior to the end of the then contract term or extensions thereto that Service Provider will not renew the contract. Each additional year will require a contract and Board of Aldermen approval. The contract shall not bind,**

nor purport to bind, the City for any contract term beyond the original term of the contract.

6. Costs not to Exceed. The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Service Provider providing work hereunder shall be required to keep track of the amount of work performed under this contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for payment. The Service Provider shall notify the City if Service Provider anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Service Provider shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

7. Payment.

A. Conditioned upon acceptable performance. The City agrees to pay the Service Provider in accordance with the terms set forth in **Exhibit B**, which shall constitute complete compensation for all work to be rendered under this contract; provided, that where payments are to be made periodically to Service Provider for work rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the work performed during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A**.

B. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Service Provider under the terms of this contract exceed the sum of **Three Hundred Fifty Thousand Dollars (\$350,000.00)**, all of which is dependent upon budget appropriations.

8. Termination of Contract.

A. Termination for breach. Failure of the Service Provider to fulfill Service Provider's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Service Provider by one of three different means: Facsimile Transmission ("FAX") if Service Provider has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Service Provider; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Service Provider or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Service Provider under this contract shall at the option of the City become its property, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Service Provider.

B. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30)

days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination, in the event of termination in the absence of breach.

C. **Surviving Terms.** Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of this contract.

9. **Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Service Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work to be performed under this contract. The Service Provider further covenants that in the performance of this contract no person having such interest shall be employed.

10. **Assignment.** The Service Provider shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

11. **Performance.** It is understood by the parties that time is of the essence in this contract.

12. **Discrimination.** The Service Provider agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Service Provider or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

13. **General Independent Service Provider Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider will be an independent Service Provider and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this agreement shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider.

14. **City Benefits.** The Service Provider shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

15. **Liability and Indemnity.** The parties mutually agree to the following:

A. In no event shall the City be liable to the Service Provider for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid by the City under this contract. All of the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

B. The Service Provider shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Service Provider arising out of or in any way connected with this contract. Service Provider further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this contract to the Service Provider.

C. The Service Provider shall indemnify and hold the city harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

16. **Bonds and Insurance.** The Service Provider must have and maintain, at the Service Provider's expense, adequate liability insurance and bonds (if applicable) to satisfy statutory bonding requirements, of section 537.610.2 and 537.610.5 of the Missouri Revised Statutes to protect the City and the general public against any loss, damage and/or expense related to the Service Provider's performance under this contract. The insurance coverage shall include, but need not be limited to, the following coverage's in the amounts specified. Such insurance must indemnify the City to the fullest extent possible under the laws of the State of Missouri.

A. General Liability Insurance with a company authorized to do business in the State of Missouri with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death) and property damage, and Two Million Dollars (\$2,000,000.00) aggregate. The City of Branson must be named as an additional insured.

B. Automobile Liability Insurance with a company authorized to do business in the State of Missouri having limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death). The City of Branson must be named as an additional insured.

C. Workers' Compensation Insurance with a company authorized to do business in the State of Missouri having limits not less than One Million Dollars (\$1,000,000.00), including occupational disease provisions for all employees of the Service Provider(s) and Sub-Service Provider(s).

D. The Service Provider will require all Sub-Service Providers to provide and maintain like insurance as set forth above unless the Service Provider's policies extend to claims made against or growing out of operations of the Sub-Service Provider.

E. Written evidence of the required insurance coverage must be submitted before or

upon award of the contract. Such policy(ies) shall name the City of Branson as additionally insured. Failure to maintain required insurance coverage shall be considered a breach of this contract.

F. Service Provider understands and agrees that the insurance required under the terms of the contract in no way precludes the Service Provider from carrying such other insurance as may be deemed necessary by the Service Provider for the operation of the Service Providers business or for the benefit of the Service Provider's employees.

G. Notwithstanding any other provision of the contract to the contrary, no insurance procured by the Service Provider shall be construed to constitute a waiver of any sovereign immunity as set forth in section 537.600 through 537.650 of the Missouri Revised Statutes, or any other governmental or official immunity, which is barred under said doctrines of sovereign, governmental or official immunity available to the City, its Board of Aldermen, salaried officers or employees, nor constitute waiver of any available defense. The Service Provider shall cause all policies of insurance related to the contract to be endorsed in accord to this subparagraph.

H. If this is a multi-year contract then the Service Provider shall further require the upper limits of coverage of such policies to be adjusted on an annual basis to be at least equal to the limits of liability set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes as amended from time to time.

I. Insurance Certificates. It is the sole responsibility of the Service Provider to provide the City with the most up-to-date insurance certificates and to keep them current throughout the term of the contract and for any renewal periods. Any failure to maintain insurance coverage shall not relieve any contractual responsibility, obligation or liability under the contract documents. Insurance Certificates must be faxed or mailed to the address provided.

17. **Notices.** All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Service Provider at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

18. **Jurisdiction.** This contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

19. **Missouri Immigration Law Affidavit.** After January 1, 2009, the service provider takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. The service provider will provide with their bid specifications and bonding information a statement that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

☐ If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.

20. **Entire Agreement.** This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

21. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Contractor is current.

22. **Safety.** Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

23. **Contact Information:** City of Branson
Attn: Contract Management
110 W Maddux St., Ste. 205
Branson, MO 65616
417-337-8522

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

SERVICE PROVIDER:

By: [Signature] 11/14/2021
(Signature) Date

Name: Jack Dodd
(Printed Name)

Title: Operations Manager

Company Name: Empire Energy

Address: Po Box 7500
Branson, Mo. 65615

Phone: (417) 334-3940

E-Mail: jack@empireenergycompany.com

Tax ID: 800859702

CITY OF BRANSON, MISSOURI

[Signature]
Larry D. Milton
Mayor

ATTEST:

[Signature]
Lisa K Westfall
City Clerk



12/15/2021
Date

APPROVED AS TO FORM:

[Signature] #51831
Chris Lebeck #51831
City Attorney

12/26/21
Date

Exhibit A

Empire Energy, LLC
PO Box 7500
Branson, MO 65615

SCOPE OF WORK

1. Purpose: Empire Energy agrees to supply Unleaded and Diesel #2 Fuel as listed on the "Pricing Page" contained herein for the period beginning January 1, 2022 thru December 31, 2022.
2. General Requirements:
 - 2.1 Storage: Due to storage restrictions the City can only accept tank wagonload deliveries.
 - 2.2 Prices: All prices are F.O.B. delivered into storage tanks at the destination(s) specified.
 - 2.3 Index: Empire Energy shall specify their price based on the unbranded rack 5 day average for the petroleum product specified (unleaded gross ethanol 10% & gross no. 2 distillate) as published by the Oil Price Information Service (OPIS) on Thursday's for contract benchmark, Springfield, Missouri for the following week beginning on Monday. Bidders should clearly show any additional charges such as freight and freight surcharges in addition to the margin or markup. L.S. Diesel #2 and Unleaded Fuel as of October 13, 2021. **This information will be utilized as the cost index base upon which price escalation or de-escalation will be computed.** The margin (or markup) and freight bid shall remain firm throughout the period of the contract.
 - 2.4 Escalation/de-escalation: Prices are to remain firm throughout the contract period unless the product market changes. In such case, the prices shall be adjusted upward or downward in the exact amount of the change in the base index price as specified in the schedule of prices and the index price for the week prior to the date of delivery.

Example: The price per gallon for deliveries made the week of October 13, 2021 will be based on the base index price for the week of October 4, 2021.
 - 2.5 Payment: A proper bill of lading from the pipeline or "Rack" showing the gross and net for the load delivered to the City must be presented with the invoice before payment will be made. The City will pay based on net provided the gallons delivered are within $\pm 2\%$ of net. Plus or minus 2% is allowed for expansion or shrinkage due to weather conditions. Empire Energy must provide proof of purchase upon request by the City. Payment will be made upon presentation of a proper invoice. The delivery ticket shall not be treated as the invoice. The delivery

ticket will be treated as the delivery ticket only. The City reserves the right to correct any invoices that do not reflect current OPIS prices.

- 2.6 Terms: Empire Energy specified its payment terms hereon. Terms requiring payment in less than ten (10) days will not be considered.
- 2.7 Excess Time Charges: No excess time charges will be allowed.
- 2.8 Ordering: One or more purchase orders will be issued authorizing shipments as required, if required in accordance with the terms and conditions of the bid. The City shall be obligated to pay only for shipments authorized by purchase order, released for shipment, and actually received.
- 2.9 Quantity: Quantities given are estimated usage only and may be more or less depending upon demand. The City will pay only for the actual quantities ordered and received. Prices shall be as specified on the pricing page regardless of actual quantities ordered.
- 2.10 Performance: The City may cancel this contract. If, at any time, the product fails to meet the specifications and performance requirements, the City may suspend or terminate this contract and purchase fuels from other suppliers in the event that Empire Energy cannot provide fuels as required by the City.

The above paragraph is intended solely to provide the City with the ability to acquire fuels for its essential public purposes and not to avoid its contract obligations. The City does not hereby waive or modify its rights to terminate this contract for failure of Empire Energy to comply with the requirements of the contract.

3. Taxes/Fees:

- 3.1 Federal Excise Tax: The City of Branson, Missouri is a municipality incorporated in the State of Missouri; therefore, the City of Branson, Missouri is exempt from federal excise tax. Empire Energy is solely responsible for the payment of federal excise tax and for the application for refund thereof.
- 3.2 State Sales Tax: The City of Branson, Missouri is a municipality incorporated in the State of Missouri; therefore, the City of Branson, Missouri is exempt from State sales tax on fuels. The bid price must not include State sales tax.
- 3.3 State Gasoline Tax: The City of Branson, Missouri is not exempt from Missouri State gasoline tax. The bid price must not include State gasoline tax. This tax must be shown as a separate item on Empire Energy's invoice(s). It will be paid by the City as a separate item.
- 3.4 **Empire Energy shall be responsible for filing for refund.**

3.5 Inspection Fee: The inspection fee, mandated by the State of Missouri Department of Agriculture Weights and Measures for fuel testing and calibrations, shall be added as a separate line item to the invoice.

3.6 Missouri Transport Load Fee: The fee is collected by the Missouri Department of Revenue and shall be added as a separate line item to the invoice.

3.7 TAXES ASSESSED TO REFINERIES OR RESELLERS SHALL NOT BE INCLUDED ON THE INVOICE.

4. Delivery:

4.1 Delivery shall be made by Empire Energy owned or leased equipment unless the City approves in writing, at the time of award, delivery by subcontractor equipment. Empire Energy must specify on the schedule of items whether delivery will be made by Empire Energy owned or leased equipment or by subcontractor; if by subcontractor, Empire Energy shall specify the name and address of the subcontractor.

5. Clean-Up: Due to DNR regulations, any fuel spilled in the spill bucket must be cleaned up by Empire Energy before leaving the fuel site.

The City has overfill float valves in place to assist with the reduction of spill. These floats have been added as a safety feature and must be left in place.

Empire Energy shall provide at no cost to the city two 300 gallon fuel tanks with stands at the Branson RecPlex. Padlocks are in place on each tank. Empire Energy will be provided a key for each tank. Empire Energy is expected to lock each padlock when they leave the area and after filling the tank.

Empire Energy is responsible for providing proper hose to tank fittings to ensure leak-free connections during delivery of product. Empire Energy shall be responsible for the complete clean-up (as required by the Missouri DNR) of any spills of product during delivery. Fuel spilled as a result of improper connection shall not be billed to the City.

<u>Item</u>	<u>Type</u>	<u>Estimated Usage</u>
001.	Unleaded Fuel	100,000 gallons
002.	#2 Diesel Fuel LS	33,000 gallons
003.	#2 Diesel Fuel Dyed	900 gallons
004.	Unleaded Non-Ethanol	3,000 gallons

Delivery: The City requires delivery within 24 hours after time and date of order.

Bidder Must Complete: Empire Energy guarantees delivery within 24 hours after release

for shipment by the City.

6. Ordering: The City desires a 'keep full' schedule with delivery frequency by location as follows:

Cooper Creek Wastewater Treatment Plant

- Clear Diesel every 2 weeks

Facilities Maintenance Compton

- Unleaded – Monday, Wednesday, & Friday
- Diesel – Wednesday
- Emergency call in basis

Fire Station 3

- Unleaded every Thursday
- Diesel every other week

RecPlex

- Unleaded & Dyed Off Road Diesel – call in basis
- Unleaded Non-Ethanol – call in basis

Various Generators & Various locations

- Off-Road Dyed Diesel – call in basis

7. Invoicing: The City agrees to pay Empire Energy in accordance with the rates set forth on the pricing page. Payments will be paid by the City based upon an itemized statement of services furnished by Empire Energy and subject to approval by the requesting department that Empire Energy fully performed the work satisfactorily.
8. Subcontracting: Empire Energy must function as the single point of responsibility for the City, regardless of any subcontractor arrangements for all services provided. Empire Energy must submit a list of subcontractors to the Purchasing Department for approval within thirty (30) days from the beginning of the contract. This shall include assuming responsibilities and liabilities for all material, and services provided. None of the work or services covered by the contract shall be subcontracted without the prior approval of the City.
9. Reporting: Empire Energy shall submit a composite report of all purchases made against the contract no less than thirty (30) days prior to the end of the contract period. The report shall include at a minimum the ordering entity, the location, the date ordered, item description, quantities of each item purchased/delivered, unit of measure, and the unit price and extension. The report shall provide a total amount spent within the contract period.

Exhibit B

PRICING PAGE

Empire Energy, LLC provided pricing information as specified below to provide fuel as specified in accordance with the terms and conditions of this contract.

Item	Type	October 4, 2021 Unbranded rack	Margin (markup)	Price
001.	Unleaded Fuel	\$ 2.2168 / gal.	\$.05 / gal.	\$ 2.2668 / gal.
002.	#2 Diesel Fuel LS	\$ 2.4839 / gal.	\$.05 / gal.	\$ 2.5339 / gal.
003.	#2 Diesel Fuel Dyed	\$ 2.4878 / gal.	\$.05 / gal.	\$ 2.5378 / gal.
004.	Unleaded Non-Ethanol	\$ 2.4250 / gal.	\$.05 / gal.	\$ 2.4750 / gal.