

TEXACO PETROLEUM PRODUCTS

929 SOUTH BROADWAY
LOS ANGELES 15, CALIFORNIA

December 12, 1951

City of Redlands
Redlands, California

Gentlemen:

With reference to your bid request dated November 28, 1951, we are pleased to quote on your Lubricating Oils and Grease requirements at the prices shown below, which prices shall be maximum for the period February 1, 1952 to January 31, 1953:

PRICE PER GALLON IN 55-GALLON
RETURNABLE METAL DRUMS

Item 3 - TEXACO Ursa Oil Heavy Duty \$.5535
SAE 10-20-30

Item 4 - TEXACO Ursa Oil X Sup One 30 .6255

PRICE PER POUND IN 100-POUND
NON-RETURNABLE GREASE DRUMS

Item 5 - TEXACO Universal Gear Lubricant \$.1175
SAE 140

Prices shown above are exclusive of all taxes.

All of the Lubricating Oil Prices quoted above are on the basis of delivering 20 gallons or more at one time and place. If less than 20 gallons are delivered, add \$.05 per gallon to the above prices. Minimum deliveries - 10 gallons.

The prices of greases in drums include the cost of the containers, and grease drums are not returnable. 55-gallon metal drums containing oil shall remain the property of the Seller and are to be returned to Seller in good and usable condition with all parts and fixtures intact within 90 days from date of delivery. If drums are not returned within 90 days in re-usable condition, they will be charged to the Customer at the current schedule in effect for raw used drums.

City of Redlands

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December 12, 1951

We regret that we are unable to quote on your requirements of regular and Ethyl gasoline at this time.

See Rider No. 1 which is attached hereto and made a part hereof.

This offer shall be null and void if acceptance is not received by us on or before the 19th day of January, 1952.

We trust we may have the pleasure of serving you on the above basis.

Yours very truly,

THE TEXAS COMPANY

WLM-LV

By

A handwritten signature in cursive script, appearing to read "J. W. Massey", written over a horizontal line.

RIDER NO. 1

Failure (in whole or in part) or delay on the part of either party in the performance of any of the obligations imposed upon such party hereunder shall be excused, and such party shall not be liable for damages or otherwise on account thereof, when such failure or delay is the direct or indirect result of any of the following causes, whether or not existing at the date hereof, and whether or not reasonably within the contemplation of the parties at the date hereof; namely: Acts of God, earthquakes, fire, flood, or the elements, malicious mischief, insurrection, riot, strikes, lockouts, boycotts, picketing, labor disturbances, public enemy, war (declared or undeclared), compliance with any Federal, State or Municipal law, or with any regulation, order, rule, recommendation, request or suggestion (including, but not limited to, priority, rationing or allocation orders or regulations) of governmental agencies, or authorities or representatives of any Government (foreign or domestic) acting under claim or color of authority; total or partial failure or loss or shortage of all or any part of transportation facilities ordinarily available to and used by a party hereto in the performance of the obligations imposed by this agreement, whether such facilities are such party's own or those of others; or, if failure or delay be that of Seller, total or partial loss or shortage of raw or component materials or products ordinarily required by Seller; the commandeering or requisitioning by civil or military authorities of any raw or component materials, products, or facilities, including, but not limited to, producing, manufacturing, transportation and delivery facilities; perils of navigation, even when occasioned by negligence, malfeasance, default, or errors in judgment of the pilot, master, mariners or other servants of the ship's owner; or any cause whatsoever beyond the control of either party hereto, whether similar to or dissimilar from the causes herein enumerated.

If, by reason of any of said causes, Seller is unable to make deliveries to all its customers (whether under contract or not) its failure in whole or in part to make deliveries to Purchaser, while delivering to others, shall not be a breach of this agreement and in such event Seller may, but shall not be obligated to, prorate its available supply.

Upon the cessation of the cause or causes for any such failure or delay, performance hereof shall be resumed, but such failure or delay shall not operate to extend the term of this agreement nor obligate either party to make up deliveries or receipts, as the case may be.

Seller may suspend deliveries so long as its cost of performance is increased and the increased cost cannot be recovered by an equivalent increase in the price to be paid by Purchaser.

Nothing herein contained shall excuse Purchaser from paying Seller, when due, any amounts payable hereunder or pursuant hereto.

THE TEXAS COMPANY

By 

OFFICE OF PURCHASING AGENT,
CITY HALL, REDLANDS, CALIFORNIA.

CITY OF REDLANDS
REQUEST FOR BID

Please quote hereon in the space provided, your lowest bid price for the following items of materials. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet. The right is reserved to accept or reject quotations on each item, separately or as a whole. Please return this sheet whether or not you quote price. STATE IF STATE SALES TAX SHOULD BE ADDED TO QUOTATION.

To be delivered to City of Redlands

Prices Quoted to be FOB Redlands, California

Bid Closes December 18, 1951 Deliver Bid To H. H. Whaley, City Clerk,

(IMPORTANT: Original copy of bid should be submitted sealed. Duplicate copy to be retained by bidder, City Hall.

QUANTITY	UNIT	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
		Notice is hereby given that the City Council of the City of Redlands, invites and will receive sealed bids up to the hour of 7:00 P. M. on December 18, 1951, at the office of the City Clerk, City Hall, Redlands, California, for the following items to be delivered as needed for a twelve month period ending January 31, 1953:			
35,000 more or less	Gal.	1. Gasoline, Regular. Brand Name- Storage tank at City Yards requires gasoline delivery of 600 to 900 gallons twice a week.	\$		
5000 more or less	Gal.	2. Gasoline, Ethyl. Brand Name Storage tank located at Fire Station.	\$		
360 more or less	Bulk Gal.	3. Motor Oil MD. SAE 10-20-30. Brand Name This oil must be guaranteed to have been certified as meeting the requirements of Army Specifications 2-104B.	\$		
4 more or less	Barrels	4. Motor Oil MD-S-1. SAE. 30. Brand Name This oil must be guaranteed to have been certified as meeting the requirements of Army Specifications 2-104B, Supplemental List 1.	\$		
12 1/4 more or less	Barrel	5. Gear Box Lube SAE. 140. Brand Name This oil must be guaranteed to have been certified as meeting the requirements of Federal Specifications 2-105B.	\$		
		Bidders shall furnish with their quotations detailed specifications of oil they propose to furnish. Quotations shall be in price per gallon or pound, and name of item shown. All bids for materials shall be F. O. B. Redlands, California, and all bids shall be firm bids to include all Federal, State and/or Municipal taxes.			
		(NOTE: NO BID WILL BE ACCEPTED IN NET AMOUNT \$500.00 OR OVER)			

PLEASE SEE
RIDERS NOS.
1 & 2 ATTACHED.

Dated December 12, 1951 We will furnish above in Three days from receipt of order at prices quoted.

Cast Discount Terms 1 (One) per cent.

Signed [Signature]

..... 10 (Ten) days.

Address 929 South Broadway
Los Angeles 15, California

CONTRACT FOR GOVERNMENTAL AGENCIES

This contract made the 17th day of December, 1952, between

TIDE WATER ASSOCIATED OIL COMPANY, a Delaware corporation, hereinafter called "Seller" and
CITY OF REDLANDS REDLANDS, CALIFORNIA
hereinafter called "Buyer."

WITNESSETH:

1. **TERM AND QUANTITY:** Seller shall sell and deliver to Buyer and Buyer shall purchase and take from Seller, into Buyer's bulk storage facilities at Redlands, California or at other points to which Seller regularly makes truck deliveries, 100 % of Buyer's requirements of gasolines for consumption and not for resale, during the period from the 1st day of February, 1952 to the 31st day of January, 1953. Seller shall have the right at its option to terminate this contract without notice if Buyer resells or offers for resale any of said gasoline or breaches any of the provisions hereof or during any thirty (30) day period hereof purchases hereunder less than one hundred (100) gallons of gasoline. Seller shall not be obligated, except at its option, to sell or deliver hereunder during any calendar month gasoline in excess of 15,000 gallons.

2. **PRODUCTS:** The products covered by this contract are Associated Flying "A" Gasoline and Flying "A" Ethyl Gasoline, provided, however, that Seller may at any time discontinue the marketing of any brand or grade of gasoline, either generally or in Buyer's territory, in which event Seller and Buyer shall be released from all obligations hereunder relating to the purchase and sale of such brand or grade of gasoline, but no other.

3. **PRICES:** Buyer agrees to pay Seller for all deliveries hereunder, the base price, inclusive of \$.015 per gallon State Motor Vehicle Fuel Tax but exclusive of Federal Excise Tax, posted by Seller at time for place, quantity and method of delivery, less the following discounts:

\$.0150 per gallon for Flying "A" Gasoline.

\$.0150 per gallon for Flying "A" Ethyl

For information only, Seller's prices to Buyer on this basis, as of date hereof, for truck deliveries of 400 gallons or more at Redlands, California, are:

Gasoline	Posted Price	Buyer's Price	
Flying "A"	<u>\$.193</u>	<u>\$.1780</u>	per gallon*
Flying "A" Ethyl	<u>\$.213</u>	<u>\$.1980</u>	per gallon*

*Add \$.005 per gallon deliveries of 200 to 399 gallons.

Add \$.01 per gallon deliveries of 40 to 199 gallons.

For truck and trailer deliveries of above products, into Buyer's storage, an additional discount of \$. none per gallon will be allowed.

4. **TAXES:** Any tax or any increase in tax, levied by governmental authority, now or hereafter in effect, except as specifically included in the prices specified herein, and in any manner affecting sale or delivery hereunder, shall be added to each of the prices specified herein and shall be paid by Buyer.

5. **DELIVERIES:** All products shall be delivered with reasonable promptness on Buyer's orders and Seller shall make deliveries in its usual manner. Seller shall make deliveries during business hours only and not on Sundays or holidays, except at Seller's option. Deliveries shall be made in fairly equal quantities and Seller reserves the right to refuse deliveries in abnormal quantities or in quantities in excess of Buyer's usual requirements. No deliveries shall be made into fuel tanks of automotive equipment or in quantities of less than 10 gallons. The quantity of each delivery of gasoline hereunder shall be determined at the time of delivery by volumetric measurement of the containers from or into which delivery is made or by meter attached to the delivery equipment, at Seller's option. Said quantity shall be shown on delivery ticket issued by Seller covering such delivery, and shall be accepted as final by both parties.

6. **THE CONDITIONS PRINTED ON THE REVERSE SIDE HEREOF ARE HEREBY INCORPORATED IN AND MADE A PART OF THIS CONTRACT.**

City of Redlands
Buyer

TIDE WATER ASSOCIATED OIL COMPANY

By Julius E. Sharp, Asst. City Mgr.
Title

By MA Ream

Witness: Carol Jessup

Domestic Sales Manager

7. **CLAIMS:** Buyer waives any claim against Seller as to price or quantity of any delivery of products hereunder, unless such claim is made by Buyer to Seller in writing within forty-eight (48) hours after such delivery.

8. **DRUMS:** All fifty-five (55) gallon drums, which are furnished by Seller to Buyer, shall remain the property of Seller and are loaned by Seller to Buyer, for the period of this contract. If not returned in good condition within ninety (90) days after termination of this contract, they will be charged to Buyer, and Buyer agrees to pay Seller's established drum charge.

9. **PAYMENTS:** Buyer shall make payments hereunder on such terms as Seller may specify from time to time, and if Buyer fails to do so, then at Seller's option all sums owing hereunder shall become immediately due and payable, and Seller may terminate this agreement or refuse all further deliveries hereunder.

10. **FORCE MAJEURE:** Seller shall not be liable in damages or otherwise when deliveries are prevented, delayed or otherwise affected, or changes in quality or discontinuance of any of its types or sizes of containers are necessitated, by or in connection with an embargo, order, requisition or request of any government or acting authority, Act of God, fire, storm, flood, earthquake, war, strike, industrial disturbance, accident, inability to secure supplies in the open market, failure or impairment of Seller's supplies or the facilities of production, transportation, manufacture or distribution regularly used in the ordinary course of Seller's business, joinder of Seller in any curtailment, rationing or proration program, whether voluntary or involuntary, or any other causes whatsoever beyond Seller's control, whether or not similar to the causes enumerated herein. Buyer may purchase elsewhere, but without recourse to Seller, any product which Seller fails to deliver because of any such causes. Upon cessation of such causes, deliveries shall be resumed hereunder, but not beyond the period hereof, nor, except by mutual agreement, in any greater amounts than required to be delivered during the unexpired period of the contract, excluding amounts undelivered during the period Seller is excused from making deliveries. If any such causes hinder or delay Seller from making deliveries to all its customers, failure to make deliveries to Buyer, in whole or in part, while making deliveries to others, shall not be a violation of the contract. Seller may apportion its available supply among its customers in such manner as it may determine.

11. **BRANDS:** Seller, in its uncontrolled discretion, may at any time change the brand name or any distinctive designation of any of its products. Should it do so, this contract shall be deemed to cover products of the new names or designations to the same extent as if said names or designations were specifically set forth herein.

12. **WAIVER:** The waiver of any breach of any of the provisions hereof shall not be deemed a waiver of any succeeding or other breach.

13. **EXECUTION AND EFFECT:** This contract supersedes all agreements of a prior date between the parties hereto or their predecessors in interest, relating to the subject matter hereof, and releases the parties from any and all past or future obligations, claims or liabilities thereunder, excepting only that Buyer agrees to pay Seller in accordance with its delivery tickets or statements rendered for all products delivered to Buyer thereunder. This contract shall not be assigned by Buyer, or by operation of law, without Seller's prior written consent. This contract contains the entire agreement between the parties, there being no oral promises, representations or warranties affecting it. Subject to the provisions of this Article, this contract shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns. This contract or any modification thereof shall not be binding upon Seller until signed on its behalf by its proper manager. Commencement of performance hereunder prior to signing as above stipulated in no case shall be construed as a waiver by Seller of this requirement.