



# COUNTY OF EL DORADO

# Purchase Contract

Fiscal Year 2021

Page 1 of 2

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HUNT & SONS INC

PO BOX 101630

PASADENA, CA 91189-1630

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS

Purchase Contract # **5380**

SUBJECT TO TERMS AND CONDITIONS ON WEBSITE

[https://edcgov.us/Government/Contracts/Pages/po\\_terms\\_conditions.aspx](https://edcgov.us/Government/Contracts/Pages/po_terms_conditions.aspx)

For Period: 12/16/2020 To 12/15/2025

PLEASE NOTE: This Purchase Contract is for a NTE (Not To Exceed) amount.

NTE: **\$1,900,000.00**

DIESEL FUEL & WINTERIZATION FUEL ADDITIVE ON AN "AS REQUESTED" BASIS IN ACCORDANCE WITH BID #21-405-003

WHEREAS, Hunt & Sons, Inc. executed an assignment agreement granting, assigning, transferring, conveying, delivering, delegating, and setting over unto Hunt & Sons LLC all of Hunt & Sons, Inc. rights, title, interest, duties, obligations, and liabilities in, to, and under Purchase Contract #5380. Hunt & Sons, Inc.'s assignment agreement is incorporated herein as Exhibit B, marked "Assignment, Assumption, and Consent Agreement," effective as of the last signatory date contained on Exhibit B;

WHEREAS, Hunt & Sons, Inc. has requested that County accept work under the Purchase Contract and assign all of its rights, obligations, and liabilities to Hunt & Sons LLC, and County hereby accepts this assignment to, and assumption by, Hunt & Sons LLC;

WHEREAS, Hunt & Sons LLC acknowledges and agrees that all existing indemnity and insurance obligations shall remain in full force and effect for the duration of Purchase Contract #5380, and as thereafter required by the Purchase Contract;

WHEREAS, Hunt & Sons LLC, shall assume all Contractor's rights, obligations, and liabilities under the Purchase Contract, including outstanding rights, obligations, and liabilities with providing diesel fuel & winterization fuel additive;

WHEREAS, County will accept this First Amendment to Purchasing Contract #5380 on condition that Hunt & Sons LLC, assumes and fulfills the terms and conditions of this Purchase Contract;

Except as herein amended, all other parts and sections of Purchase Contract #5380 shall remain unchanged and in full force and effect.

EXHIBIT "B" IS INCORPORATED HEREIN AND MADE BY REFERENCE A PART OF THIS PURCHASE ORDER CONTRACT.

TANKS & DIESEL EXHAUST FLUID (DEF) ADDED TO CATEGORY IV (EFF: 5/1/2022)

This Purchase Contract has been signed electronically by a duly authorized representative of the County of El Dorado.

This Purchase Contract expressly limits acceptance to the terms and conditions stated herein, set forth on the website and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by the seller are objected to and hereby rejected unless otherwise stated above.



# COUNTY OF EL DORADO

7/17/2023 9:34:55 AM

## Purchase Contract

Fiscal Year 2021

Page 2 of 2

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	PO BOX 101630
	PASADENA, CA 91189-1630

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Purchase Contract #	<b>5380</b>
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DELIVERY LOCATION:  
AS REQUESTED BY EACH LOCATION

INVOICE TO:  
ORDERING DEPARTMENT

VENDOR CONTACT:  
JOSHUA HUNT  
P) 530-622-1551 OR 800-734-2999  
F) 916-383-1005  
E) JHUNT@HUNTNSONS.COM

This Purchase Contract has been signed electronically by a duly authorized representative of the County of El Dorado.

This Purchase Contract expressly limits acceptance to the terms and conditions stated herein, set forth on the website and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by the seller are objected to and hereby rejected unless otherwise stated above.

## Hunt & Sons LLC

### Exhibit B

#### **ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT**

This Assignment, Assumption, and Consent Agreement (this "Assignment Consent") is entered into effective as of the date of last signature and is by and among Hunt & Sons, Inc. ("Assignor"), a California corporation duly qualified to conduct business in the State of California, and Hunt & Sons LLC, a Delaware corporation duly qualified to conduct business in the State of California, ("Assignee").

#### **RECITALS**

- A.** Assignor is "Contractor" under that certain Purchase Contract #5380 with County dated December 16, 2020 (the "Purchase Contract").
- B.** The Purchase Contract pertains to providing diesel fuel and winterization fuel additive for the Department of Transportation at various locations.
- C.** This Assignment Consent is being executed by Assignor and Assignee to memorialize: (i) the assignment of the Purchase Contract from Assignor to Assignee; (ii) the Assignee's agreement to accept, assume, and discharge all of Assignor's duties, obligations, and liabilities related thereto; and (iii) County's consent thereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Assignment.** Assignor hereby grants, assigns, transfers, conveys, delivers, delegates, and sets over unto Assignee the Purchase Contract and all of Assignor's rights, title, interest, duties, obligations and liabilities in, to and under the Purchase Contract.
- 2. Assumption.** Assignee hereby agrees to take assignment of the Purchase Contract. As such, Assignee hereby assumes all of Assignor's rights, title, interest, duties, obligations and liabilities in, to and under the Purchase Contract and agrees to be bound by all of the terms and conditions of the Purchase Contract, to assume and undertake to perform and discharge all of the duties, obligations and liabilities of Assignor arising under the Purchase Contract, and to receive the benefits of the Purchase Contract, all from and after the Effective Date hereof.
- 3. Counterparts.** This Assignment Consent may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Assignment Consent delivered by facsimile, email, or other means of electronic transmission is

deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

- 4. Severability. If any term or provision of this Assignment Consent is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Assignment Consent or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner.
- 5. Headings. The headings in this Assignment Consent are for reference only and do not affect the interpretation.
- 6. Successors and Assigns. This Assignment Consent is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Consent on the dates indicated below.

**Assignor:**

**Hunt & Sons, Inc**

By: DocuSigned by: Joshua M. Hunt  
AD8996D53A06498...

Name: Joshua M. Hunt

Title: Chief Executive Officer

Date: 7/16/2023

By: DocuSigned by: Joe Hunt  
5E008A03D0B84EC

Name: Joseph W. Hunt

Title: Secretary

Date: 7/16/2023

**Assignee:**

**Hunt & Sons LLC**

By: \_\_\_\_\_

Name: Louis Burke

Title: Vice President

Date: \_\_\_\_\_



deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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**Assignor:**

**Hunt & Sons, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Joshua M. Hunt

Name: Joseph W. Hunt

Title: Chief Executive Officer

Title: Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Assignee:**

**Hunt & Sons LLC**

By: 

Name: Louis Burke

Title: Vice President

Date: 7-17-23