

ORIGINAL

AGREEMENT #4404

FORM OF PARTICIPATING AGENCY SUB AGREEMENT

CARDLOCK FUELING SERVICES

between

County of El Dorado and Hunt & Sons, Inc.

THIS CARDLOCK FUELING SERVICES AGREEMENT (the "Agreement"), is made and entered into by and between the *County of El Dorado*, a *political subdivision of the State of California* (hereinafter "Participating Agency or County"), and *Hunt & Sons, Inc.*, a *California Corporation* (hereinafter "Contractor").

RECITALS:

A. The Sacramento Area Council of Governments ("SACOG") has entered into a Standard Agreement with Contractor, dated September 1st, 2019 to provide various forms of fuel products to certain participating SACOG member agencies and other eligible entities; and

B. County, as a Participating Agency, desires to purchase cardlock fueling services from Contractor pursuant to the terms and conditions set forth below.

AGREEMENT:

NOW, THEREFORE, the parties agree as follows:

1. The provisions of SACOG Agreement #1920029 (SACOG Agreement) are incorporated into this Agreement as though set forth in full herein. Except as otherwise expressly set forth herein, the terms and conditions of the SACOG Agreement are made applicable to Contractor's provision of services to County.

Contractor agrees to furnish commercial cardlock fueling services for all County-owned vehicles at various locations which can be found here: <http://www.huntns.com/customer-resources/fuel-locations/>; <http://cfnfleetwide.com/site-locator/>; or <https://pacificpride.com/site-locator/>. Services shall include, but not be limited to:

- 24 hour fueling service available 7 days a week;
- Normal Business Hours - 7:00 am - 6:00 pm Monday through Friday, and 8:00 am - Noon on Saturdays. Toll Free Number (800-734-2999) available 24 hours, 7 days a week for emergencies, and during normal business hours for new and/or replacement card requests, technical support, and invoicing questions;
- At least two (2) grades of gasoline as well as filtered diesel at all Pacific Pride sites, in accordance with Exhibit A attached to this Agreement, marked "Scope of Work and Pricing for Cardlock Fueling," incorporated herein and made by reference a part hereof;

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Agreement

- Vending Machines - (Motor Oils - Chevron Supreme Motor Oil 10W/30 (quarts); Chevron Delo 400 Heavy Duty Motor Oil 15W/40 (quarts and gallons); Chevron Delo 400 Heavy Duty Motor Oil 30W (quarts and gallons);
- Windshield washer and towels provided at all locations;
- Air and water available at both Placerville and El Dorado Hills locations;
- Canopies at both Placerville and El Dorado Hills location, over 16' truck clearance;
- Each Fleet vehicle will be issued a "Vehicle" card. Each requested employee will be issued his/her own personal Driver Identification Number ("DIN"). The "DIN" must be used in conjunction with a "Vehicle" card which is assigned to each Fleet vehicle, allowing drivers to fuel vehicles within the County fleet (some account restrictions may apply).
- Card Security and Controls:
 - Card control (issuing new cards, making requested modifications to existing cards, and terminating existing cards, as directed by the authorized County contact): Contractor shall coordinate issuance, changing and destruction of cards upon written approval of County's Contract Administrator or designee;
 - Programming of Cards: programming shall include but not be limited to: allocation by product; odometer entries; user defined code to enable tracking of project costs or otherwise code transactions; date/time activation control; flexibility in resetting limits, validating or invalidating access, allocation by total purchase per product;
 - Initial Card Order: Contractor shall deliver all new cards to be used by County within two (2) weeks of receiving writing request from Contract Administrator or designee; and
 - Replacement Cards: Contractor shall deliver requested replacement cards within twenty-four (24) hours for any new and/or replacement card upon request from Contract Administrator or designee, except weekends and holidays, guarantee delivery on the next business day following the weekend or holiday.
- Training - Contractor shall furnish any necessary instruction or training to County staff on the use of the cardlock fueling system as requested at any time during the term of this Agreement;
- Video/digital surveillance cameras shall be used at the following locations and shall be retained for a period of one hundred twenty (120) days and shall be made available to County upon request:
 - Shingle Springs
 - Placerville

Reports - to be issued as hard copy via U.S. Mail or electronically on an as requested basis in a format to be determined by County's Purchasing Agent. All departmental requests for reports shall be approved by County's Purchasing Agent prior to release. Any costs associated with the preparation, production, and delivery of reports shall be solely borne by Contractor.

2. Contractor shall perform the scope of work attached to this Agreement as Exhibit A and incorporated herein. The estimated fuel requirements set forth on Exhibit A, if applicable, are estimates only and do not bind County to purchase that amount of fuel products.

3. County shall pay Contractor in arrears for cardlock fueling services in accordance with the rate schedule set forth in Exhibit A attached to this Agreement. Payments shall be made pursuant to the payment provisions set forth in the SACOG Agreement, as applicable.

For services provided herein, County agrees to pay Contractor bi-monthly in arrears. Prices shall be exempt from Federal Excise Tax. Sales Tax, Local Sale Tax, California Use Tax (Diesel), and California Motor Vehicle Fuel Tax (Gasoline) shall be listed separately on invoices and shall not be listed as components of the differential price. Prices shall be inclusive of any and all charges, levies, or fees not listed hereinabove and shall be components of the differential price.

Prompt payment(s) (within twenty [20] days from County's receipt of invoice) shall receive a deduction of 0.5% off the invoice total. Prompt payment discount terms shall apply regardless of the payment method.

All bi-monthly invoices shall be sent directly to County Departments, broken out by org code/sub account, and shall include the following information:

- Card number and assigned name or vehicle;
- Location of each purchase;
- Date of each purchase;
- Time of day of purchase;
- Odometer reading;
- Type of product purchased;
- Price per gallon and product;
- Number of gallons by purchase;
- Net dollar amount for each purchase;
- Miles per gallon (if correct odometer is kept and all product is purchased through the cardlock)
- Total dollar amount for all cards on invoice; and
- Breakdown of purchase by state
- Copy of the daily OPIS Price information sheet for each order delivered with each billing statement in accordance with Exhibit "A-2" of the SACOG Agreement.

Invoices shall be sent via U.S. Mail or electronically via e-mail or may be received in a format as determined by County's Purchasing Agent.

Prompt payment discount term (0.5%/20 days) is available with the following options:

- Payment via Check

- EFT (Electronic Funds Transfer)
 - Using county's bank ABA number and checking account, money is electronically withdrawn directly from County's bank account and deposited into Contractors bank account. (May be done automatically one/twice a month or weekly depending upon County's preference).
- Check by Fax
 - County faxes check (does not mail) then Contractor recreates the check and deposits immediately.
- Visa or MasterCard (P-Card)
 - County's Visa or MasterCard is used for payment either by County Consent (call in) or once/twice monthly automatically, depending upon County's preference.

Total amount of this Agreement shall not exceed three million dollars (\$3,000,000.00) for the three (3) year period, inclusive of authorized vending machine purchases in accordance with this Agreement.

4. Insurance Requirements.

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.

- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Contractor's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by County, either independently or in consultation with County's Risk Management Division as essential for protection of County.

5. Other Special Terms and Conditions:

The term of this Agreement shall become effective upon final execution by both parties hereto and shall cover the period of January 24, 2020 through January 23, 2023.

6. County shall have the right to terminate this Agreement for any reason, with or without cause, at any time, by giving Contractor fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Contractor at the address set forth next to its signature, below.

7. Project Manager and Contract Administrator:

County's Project Manager and Contract Administrator for this Agreement is Michele Weimer, unless County otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the following address:

*County of El Dorado
Chief Administrative Office
Procurement and Contracts Division
2850 Fairlane Court
Placerville, CA 95667*

*Attn.: Michele Weimer
Procurement and Contracts Manager*

or to other such location as County directs.

Contractor's Project Manager for this Agreement is Joshua M. Hunt. No substitution of Contractor's Project Manager is permitted without the prior written

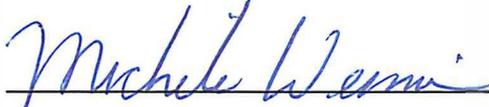
agreement of County, which agreement shall not be unreasonably withheld. Communication to Contractor required by this Agreement shall be mailed by first-class mail to:

*Hunt & Sons, Inc.
5750 So. Watt Avenue
Sacramento, CA 95829*

*Attn.: Joshua M. Hunt
Chief Executive Officer*

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

COUNTY OF EL DORADO:



Purchasing Agent
Chief Administrative Office
"County"

Date: 1/14/2020

HUNT & SONS, INC.:



Joshua M. Hunt
Chief Executive Officer
"Contractor"

Date: 12/18/19



Joseph W. Hunt
Secretary

Date: 12/18/19

Hunt & Sons, Inc.

Exhibit A

Scope of Work and Pricing for Cardlock Fueling

Contractor shall provide instruction and training on an as-requested basis at no charge to Participating Agency. Contractor shall supply cardlock fueling services in accordance with SACOG Agreement #1920029 at the pricing and locations specified below.

PRICING – PACIFIC PRIDE / CFN

Vehicle Cards – \$1.50/single card (new and replacement) with no charge for programming changes.

DOMESTIC SITES (Unbranded)

Gasoline – OPIS Daily (Sacramento) Unbranded Average plus \$0.075 cpg

Diesel Fuel – OPIS Daily (Sacramento) Average plus \$0.075 cpg

- | | |
|--|--|
| - 4220 Motherlode Drive, Shingle Springs | - 11345 White Rock, Rancho Cordova |
| - 9687 Gore Road, Sacramento | - 5800 S. Watt Avenue, Sacramento |
| - 1201 Fee Drive, Sacramento | - 4200 Roseville Road, North Highlands |
| - 4000 Cincinnati, Rocklin | |

DOMESTIC SITES (Branded)

Gasoline & Diesel Fuel – OPIS Daily (Sacramento) Chevron plus \$0.075 cpg

- 2891 Mosquito Road, Placerville

FOREIGN SITES (Unbranded)

Gasoline – OPIS Daily (Sacramento) Unbranded Average plus \$0.115 cpg

Diesel Fuel – OPIS Daily (Sacramento) Average plus \$0.115 cpg

FOREIGN SITES (Branded)

Gasoline & Diesel Fuel – OPIS Daily (Sacramento) Brand plus \$0.115 cpg

PRICING – VENDING MACHINES

Motor Oils purchased from Hunt & Sons, Inc. vending machines shall be charged at the then current rate. Currently, the rate is \$19.00 per gallon and \$5.99 per quart.

Prompt Payment Discount

Deduct 0.5% off the invoice total if payment is received within twenty (20) days from Participating Agency's receipt of invoice.

Note: A copy of the daily OPIS Price information sheet for each order delivered shall be provided with each billing statement in accordance with Exhibit "A-2" of the SACOG Agreement