

# Holt of California

## Master Agreement for Equipment Rentals

### AGREEMENT #7988

**THIS AGREEMENT**, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Holt of California, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 7310 Pacific Avenue, Pleasant Grove, California 95668, whose mailing address is Post Office Box 100001, Sacramento, California 95813, and whose local business address is 8900 Fruitridge Road, Sacramento, California 95821 (hereinafter referred to as "Lessor");

### RECITALS

**WHEREAS**, County has determined that from time to time, it is necessary to rent various types of equipment for its Department of Transportation for maintenance, repair and construction related activities; such equipment includes, but is not limited to, excavators, tractors, lifts, cranes, dump trucks, graders, and loaders (Equipment);

**WHEREAS**, it is the intent of the parties hereto that such transactions be in conformity with all applicable state and local laws;

**WHEREAS**, Lessor and County intend that the terms and conditions set forth in this Master Agreement for Equipment Rentals (Agreement) shall control any and all rentals transacted between Lessor and County;

**NOW, THEREFORE**, County and Lessor mutually agree as follows:

### ARTICLE I

**Purpose and Term:** The terms and conditions of this Agreement shall control all equipment rental transactions between the parties hereto and shall supersede any and all other written terms and conditions, including, but not limited to, rental agreements, delivery receipts or purchase orders issued by either party. This Agreement shall become effective upon final execution by both parties and shall cover the period of November 30, 2023, through November 29, 2026.

### ARTICLE II

**Nature of This Agreement:** This Agreement is solely for the purpose of establishing terms and conditions for Equipment rental transactions between Lessor and County and facilitating the purchase of related incidental parts and supplies, which allow County to use the Equipment as permitted by this Agreement. Lessor acknowledges that this Agreement is not exclusive and that Equipment rental transactions under this Agreement shall be initiated by County in its sole and absolute discretion. County represents that the Equipment herein is to be used solely and exclusively for County purposes. Lessor warrants and represents that the Equipment is owned by Lessor and that Lessor has

complete authority and right to rent the Equipment to County. In accordance with ARTICLE VII, Authorized Operators, herein, neither County nor any Authorized Operators are agents of Lessor.

If the Lessor chooses to finance the equipment proposed to County through a third-party leasing party, it is the Lessor's right. However, any such arrangements shall be solely between the Lessor and the leasing company. County shall remain clear of all such arrangements and shall not have to alter or amend any terms and conditions set forth herein to accommodate the third party. In addition, the Lessor shall remain the sole agent dealing directly with County.

### **ARTICLE III**

**Compensation:** For the purposes hereof, the rental rates shall be in accordance with Exhibit A, marked "Rate Schedule", incorporated herein and made by reference a part hereof. For incidental parts and supplies provided herein, County agrees to pay Lessor monthly in arrears at reasonable rental rates and pricing in effect at the time of the rental or purchase. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoice(s) detailing all rental, time, mileage, service, transportation, refueling services, sales taxes, and other charges and sums in accordance with this Agreement. The basic daily, weekly, and the four (4) week rental will entitle County to a maximum of one (1) shift use (i.e., a maximum of eight [8] hours per day; forty [40] hours per week; one hundred sixty [160] hours per four [4] weeks). Use in excess of one (1) shift will be payable at the hourly rate of one-sixteenth (1/16) of the daily charge (for a daily rental), one-eightieth (1/80) of the weekly rental (for a weekly rental), and one-three hundred twentieth (1/320) of the four (4)-week charge (for a four (4) week rental); plus applicable taxes. The immediately preceding provision does not apply to occasional (two [2] hours or less) equipment use required to complete work already begun. All charges are subject to a final audit by Lessor. Rentals are Free on Board (F.O.B.) the originating Lessor branch unless otherwise specified. Reasonable shipping charges, but not transit damages, from such branch to County's destination and return will be paid by County. All rates for rentals in excess of four (4) weeks are subject to change only after the current rental period expires and upon thirty (30) days notice in writing.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Lessor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado  
Department of Transportation  
2441 Headington Road  
Placerville, California 95667

Attn.: Ashley A. Johnson, Senior Administrative Analyst

or to such other location as County directs.

The total amount of this Agreement shall not exceed \$900,000, inclusive of all costs, taxes, and expenses.

#### **ARTICLE IV**

**Taxes:** Lessor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Lessor to County. Lessor agrees that it shall not default on any obligations to County during the term of this Agreement.

#### **ARTICLE V**

**Condition of Equipment:** Lessor warrants the Equipment, upon delivery to County, to be in good mechanical and merchantable condition. Lessor shall provide twenty-four (24) hour, seven (7) day a week service during County's possession of the Equipment. If the Equipment is found by County not to be in good mechanical condition, as a result of conditions not the responsibility of County, nor caused by the fault or negligence of County or County's employees or agents, County will promptly notify Lessor, whereupon Lessor will suitably replace or repair the Equipment as soon as is reasonably possible and at Lessor's sole cost and expense. County's obligation to pay rent or other charges shall be tolled for the period the Equipment is "down." County agrees to provide reasonable access to the Equipment to Lessor's representatives so as to enable Lessor to meet its responsibilities hereunder. Lessor shall be capable of providing same day repair or replacement as needed on weekdays, weekends, and holidays.

County may not perform major service or repair or alter the Equipment without Lessor's prior written approval except for emergencies, which threaten life, property, or production. County remains responsible for lubrication and readiness checks as set forth in ARTICLE XIV, County's Responsibilities, hereinbelow.

#### **ARTICLE VI**

**Refueling Service Charge:** Lessor agrees to provide the Equipment to County with full fuel tank(s). County agrees to return the Equipment with full fuel tank(s). If County returns the Equipment with the fuel tank(s) less than full, County will pay to Lessor the applicable refueling service charge for the number of gallons required to refill the tank(s) at the time of return.

#### **ARTICLE VII**

**Authorized Operators:** Only County employees ("Authorized Operators") may operate the Equipment. All Authorized Operators must be properly qualified to operate the Equipment and have a valid operator's license with respect to the Equipment where required by law.

When requested, and at no additional cost to County, Lessor shall provide demonstrations and training of equipment. This shall include instructions on the proper and safe operation of equipment and accessories. Training shall be provided as often as needed at no additional cost to County. The location of training will be determined by County at the time of request.

## **ARTICLE VIII**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## **ARTICLE IX**

**Audit by California State Auditor:** Lessor acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Lessor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

## **ARTICLE X**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated, and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed or for which products or equipment were to be supplied, pursuant to this Article in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for equipment rented prior to such cancellation.

## **ARTICLE XI**

### **Default, Termination, and Cancellation:**

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:

1. The alleged default and the applicable Agreement provision.
2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Lessor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Lessor, the excess costs to procure from an alternate source.
2. County shall pay Lessor the sum due to Lessor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Lessor under this Agreement and the balance, if any, shall be paid to Lessor upon demand.
3. County may require Lessor to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
  2. A representation or warranty made by Lessor in this Agreement proves to have been false or misleading in any respect.
  3. Lessor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
  4. A violation of ARTICLE XXV, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Lessor.

- C. **Ceasing Performance:** County may terminate this Agreement immediately in the event Lessor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Lessor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Lessor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

**ARTICLE XII**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

With a copy to:

County of El Dorado  
 Department of Transportation  
 2441 Headington Road  
 Placerville, California 95667

County of El Dorado  
 Chief Administrative Office  
 330 Fair Lane  
 Placerville, California 95667

Attn.: Brian Mullens  
 Deputy Director,  
 Maintenance and Operations Division

Attn.: Michele Weimer  
 Procurement and Contracts Manager

or to such other location as County directs.

Notices to Lessor shall be addressed as follows:

Holt of California  
 Post Office Box 100001  
 Sacramento, California 95813

Attn.: John Johnson, Vice President

or to such other location as Lessor directs.

### **ARTICLE XIII**

**Change of Address:** In the event of a change in address for Lessor's principal place of business, Lessor's Agent for Service of Process, or Notices to Lessor, Lessor shall notify County in writing as provided in ARTICLE XII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

### **ARTICLE XIV**

**County's Responsibilities:** County must return the Equipment to Lessor in the same good and clean condition it was in when County received it, ordinary wear and tear excepted. The Equipment must be returned to Lessor at the Lessor's renting branch from which it was rented. County acknowledges that it must confirm return receipt of the Equipment by Lessor at the time the Equipment is returned. Lessor shall provide County with written confirmation of return receipt including the condition of the Equipment and the status of the gas tank level(s). Until such time as Lessor receives actual possession of the Equipment, County agrees to take reasonable measures to hold said Equipment in a safe and secure manner. The Equipment will be used solely for County's purposes. County shall notify the Lessor's renting branch by telephone or fax, prior to any Equipment movements between County's job sites. The Equipment will be used only in accordance with the manufacturer's instructions within its rated capacity, such instructions and capacity to be provided by Lessor. County will promptly notify Lessor of any accident, damage or failure involving the Equipment and will reasonably cooperate with Lessor in gathering information in connection therewith. County will perform or cause to be performed lubrication and readiness checks of the Equipment, including, but not limited to: checking of the Equipment before each shift; checking and maintaining the crankcase, transmission, and cooling and fluid systems daily; and checking tire pressure and battery fluid and charge levels weekly.

### **ARTICLE XV**

**Risk of Loss:** All loss of or damage to the Equipment, unless such loss or damage results from a latent defect(s) or fault or negligence on the part of Lessor, while on rental and in County's care, custody, or control, including, but not limited to, fire, flood, theft, comprehensive losses, collision, and rollover will be the responsibility of County. Such responsibility is limited to: (1) reasonable repair cost or (2) the fair market value of the Equipment at the time it is lost or damaged, less its salvage value. The cost of labor for such repairs will be either Lessor's then-prevailing reasonable hourly rate for labor, posted at the Lessor branch where the equipment is to be repaired, or the repairer's reasonable hourly rate for labor charged to Lessor for such repairs, as the case may be. Parts will be charged at Lessor's cost therefor as reasonably charged to Lessor by the supplier or repairer, as the case may be. Use of the Equipment by persons other than as provided for in ARTICLE VII, Authorized Operators, herein, will be at County's sole risk. County and any Authorized Operators hereby assume all risk of loss or damage and waive all claims against Lessor by reason of any personal property left or stored by County or any other person in or upon the Equipment.

## **ARTICLE XVI**

**Prohibited Use of Equipment:** County will be deemed to be in default of the provisions of this Agreement if the Equipment is used: (a) to carry persons for hire; (b) to carry persons other than Authorized Operators or helpers employed by County (unless authorized by Lessor), all of whom will ride only within the cab of the Equipment, and then only if such carriage is lawful; (c) to transport property for hire unless County obtains all necessary permits and licenses; (d) in violation of any law or ordinance; (e) in any race, test, or contest; (f) in a reckless or abusive manner, or is intentionally damaged by County; (g) for the carrying or hauling of explosives or other hazardous material in a manner inconsistent or in violation of applicable laws, rules, or regulations; or (h) in any fashion or manner for which the Equipment was not designed or beyond the manufacturer's rated capacity of the Equipment.

## **ARTICLE XVII**

### **Insurance:**

#### **A. Public Liability and Property Damage Liability Insurance (Third party)**

County will, at its expense and at all times during the term of this Agreement, maintain in force Commercial General Liability and Property Damage Liability Insurance or self-insurance with a limit for bodily injury, including death, of \$500,000 for each person in each accident, and with a limit of liability of \$1,000,000 for all persons in each accident, and with a limit of liability for property damage of \$250,000 for each accident, on a primary and not excess or contributory basis, for County's liability for damages sustained by any person or persons, including, but not limited to, agents or employees of County, as a result of the maintenance, use, operation, possession, storage, erection, dismantling, servicing, or transportation of the Equipment. County will, on demand, furnish Lessor a Certificate of Insurance evidencing such insurance, endorsed to provide that such insurance may not be canceled or materially modified except on thirty (30) days prior written notice to Lessor at the Lessor's renting branch. County agrees to abide by all terms and conditions of said insurance. County, its agents and employees will cooperate fully with Lessor in any investigation, prosecution, or defense of any claim or suit arising therefrom and will do nothing to impair or invalidate the applicable insurance coverage. Lessor's acceptance of County's Certificate(s) of Insurance will not be deemed a waiver or modification of County's insurance, indemnity, or any other obligation under this Agreement.

#### **B. Property Insurance (Lessor Equipment)**

County will, at its own expense and at all times during the term of this Agreement, maintain in force Property Insurance or self-insurance in an amount adequate to cover any damage to, or loss of, the Equipment being rented under this Agreement. County's policy must expressly cover non-owned equipment while in County's care, custody, and control. County will, on demand, furnish Lessor a Certificate of Insurance evidencing such insurance and endorsed to provide that such insurance may not be canceled or materially modified except on thirty (30)



days prior written notice to Lessor at the Lessor's renting branch. County agrees to abide by all of the terms and conditions of such insurance.

C. Lessor Insurance

Insurance: Lessor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Lessor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Lessor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Lessor in the performance of the Agreement.
- D. In the event Lessor is a licensed professional or professional contractor, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence. If medical services are being provided under this agreement, medical malpractice insurance of not less than \$1,000,000 per occurrence is required.
- E. Lessor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Lessor agrees that the insurance required above 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, Lessor 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 Lessor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Lessor 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 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. The Lessor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Lessor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the 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. Lessor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Lessor cannot provide an occurrence policy, Lessor 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. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

## **ARTICLE XVIII**

**County's Obligation to Indemnify:** County will defend, indemnify, and hold harmless Lessor, its subsidiaries, parent company and its and their officers, agents, and employees, from and against all loss, liability, claim, action or expense, including

reasonable attorneys' fees, by reason of bodily injury, including death, and property damage, sustained by any person or persons, including but not limited to employees of County, to the extent caused exclusively by County's sole or active negligent maintenance, use, possession, operation, erection, dismantling, servicing, or transportation of the Equipment.

#### **ARTICLE XIX**

**Lessor's Obligation to Indemnify:** Lessor shall defend, indemnify, and hold County and its officers, agents and employees harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with Lessor's services, equipment, latent defects in the equipment, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Lessor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers and employees, or as expressly provided by statute. This duty of Lessor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

#### **ARTICLE XX**

**County's Compliance With Law:** County will, at its expense, comply with all federal, state and local laws and regulations affecting the Equipment and its use, operation, erection, design, and transportation, including without limitation, licensing and building code requirements and will defend, indemnify, and hold Lessor harmless from all loss, liability or expense resulting from County's actual or alleged violations of any such laws, regulations, or requirements.

#### **ARTICLE XXI**

**Lessor's Compliance With Law:** Lessor will, at its expense, comply with all federal, state, and local laws and regulations affecting the Equipment and its use, operation, erection, design, and transportation, including, without limitation, licensing, Occupational Safety and Health Administration (OSHA) and American National Standards Institute (ANSI) requirements and will defend, indemnify, and hold County harmless from all loss, liability, or expense resulting from Lessor's actual or alleged violations of any such laws, regulations, or requirements.

#### **ARTICLE XXII**

**Notice of Loss or Accident:** In the event of the loss, theft of, or damage to the Equipment, County agrees to notify Lessor by telephone, and thereafter to report in writing to Lessor and the public authorities (where required by law) all reasonable information deemed relevant thereto by Lessor. County will cause its agents and employees to give Lessor and the public authorities proper and full information and reasonable assistance in the investigation and prosecution of any matter resulting from said loss, theft, or damage.

### **ARTICLE XXIII**

**Force Majeure/Infringement:** Any failure of performance by County or Lessor due to causes beyond County or Lessor's reasonable control, including, but not limited to, acts of civil or military authority, Acts of God, labor difficulties, failure of transportation, and delays of suppliers will not be deemed to be a default by County or Lessor.

### **ARTICLE XXIV**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services, products or equipment to be provided by Lessor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

### **ARTICLE XXV**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Lessor and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Lessor covenants that during the term of this Agreement neither it, or any officer or employee of Lessor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Lessor becomes aware of a conflict of interest related to this Agreement, Lessor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XI, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Lessor shall complete and sign the attached Exhibit B, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Lessor, if any, to any officer of County.

#### **ARTICLE XXVI**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

#### **ARTICLE XXVII**

**Attorneys' Fees:** In the event of any action to enforce this Agreement or to seek a declaration of rights or responsibilities hereunder, the prevailing party will be entitled to reasonable attorneys' fees in addition to all other costs and expenses allowed by law.

#### **ARTICLE XXVIII**

**Business License:** County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business, in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Lessor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to renting any equipment under this Agreement and at all times during the term of this Agreement.

#### **ARTICLE XXIX**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Brian Mullens, Deputy Director, Maintenance and Operations Division, Department of Transportation, or successor.

#### **ARTICLE XXX**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

#### **ARTICLE XXXI**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

#### **ARTICLE XXXII**

**Partial Invalidity:** If any provision, sentence, or word of this Agreement or the application thereof is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, or words shall not be affected thereby and will continue in full force and effect without being impaired or invalidated in any way.

#### **ARTICLE XXXIII**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

#### **ARTICLE XXXIV**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

#### **ARTICLE XXXV**

**Entire Agreement:** This document and the documents referred to herein are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

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

**-- COUNTY OF EL DORADO --**

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

Dated: \_\_\_\_\_

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

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

Dated: \_\_\_\_\_

Deputy Clerk

**-- HOLT OF CALIFORNIA --**

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

Dated: \_\_\_\_\_

Ken Monroe  
Chief Executive Officer  
"Lessor"

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

Dated: \_\_\_\_\_

Todd Thompson  
Chief Financial Officer

**Holt of California**  
**Exhibit A**  
**Rate Schedule**

Catalog Number	Product Description	Day	Week	4 Week	DELIVERY/PICKUP LOCATION		
					Headington Road Placerville	Shakori Dr. South Lake Tahoe	Wilson Way Tahoma
<b>Category A: Light and Heavy Road Equipment and Accessories</b>							
<b>AIR COMPRESSORS &amp; ACCESSORIES</b>							
					<b>COST ONE-WAY TRANSPORT</b>		
652-0050	185 CUBIC FEET PER MINUTE (CFM) DIESEL	\$215.00	\$490.00	\$930.00	\$100.00	\$250.00	\$250.00
652-0300	375 CFM DIESEL	\$325.00	\$880.00	\$1,875.00	\$100.00	\$250.00	\$250.00
654-0250	H/P 750 CFM DIESEL	\$800.00	\$1,575.00	\$4,250.00	\$260.00	\$850.00	\$850.00
No Stock	CHIPPING HAMMER 13-20# AIR						
No Stock	CHIPPING HAMMER 26-31# AIR						
No Stock	RIVIT BUSTER STANDARD AIR						
No Stock	TAMP, 30# AIR						
	HAMMER 30# AIR	\$90.00	\$185.00	\$470.00	\$100.00	\$250.00	\$250.00
	HAMMER 60# AIR	\$90.00	\$215.00	\$505.00	\$100.00	\$250.00	\$250.00
	HAMMER 90# AIR	\$100.00	\$250.00	\$550.00	\$100.00	\$250.00	\$250.00
	AIR HOSE; 3/4 X 50' 200-300 POUNDS PER SQUARE INCH (PSI)	\$35.00	\$65.00	\$120.00	\$100.00	\$250.00	\$250.00
	AIR HAMMER BITS; POINT/CHISEL/SPADE	\$40.00	\$70.00	\$140.00	\$100.00	\$250.00	\$250.00
No Stock	ROCK DRILL 50# AIR						
<b>COMPACTION</b>							
	<b>PLATE/RAMMER TYPE</b>	\$ 145.00	\$ 400.00	\$ 850.00	\$ 100.00	\$ 250.00	\$ 250.00
230-0100	COMPACTOR PLATE 3000#	\$ 325.00	\$ 870.00	\$ 1,810.00	\$ 100.00	\$ 250.00	\$ 250.00
232-0200	COMPACTOR PLATE REVERSIBLE 6000#	\$ 325.00	\$ 870.00	\$ 1,810.00	\$ 100.00	\$ 250.00	\$ 250.00
232-0200	COMPACTOR PLATE REVERSIBLE 7000-8000#	\$ 325.00	\$ 870.00	\$ 1,810.00	\$ 100.00	\$ 250.00	\$ 250.00
232-0200	COMPACTOR PLATE REVERSIBLE 10000#	\$ 160.00	\$ 430.00	\$ 900.00	\$ 100.00	\$ 250.00	\$ 250.00
235-0200	RAMMER, GAS, 1900-2800#	\$ 160.00	\$ 430.00	\$ 900.00	\$ 100.00	\$ 250.00	\$ 250.00
235-0200	RAMMER, GAS, 2900-3200#	\$ 145.00	\$ 400.00	\$ 850.00	\$ 100.00	\$ 250.00	\$ 250.00



<b>ROLLERS</b>							
200-0500	36" DOUBLE (DBL) DRUM (DRM) SMOOTH WITH VIBRATORY (VIB)	\$ 540.00	\$ 1,620.00	\$ 4,040.00	\$ 250.00	\$ 850.00	\$ 850.00
200-0200	38-40" DBL DRM SMOOTH W/VIB	\$ 310.00	\$ 930.00	\$ 2,205.00	\$ 100.00	\$ 250.00	\$ 250.00
200-0300	47" DBL DRM SMOOTH W/VIB	\$ 360.00	\$ 1,060.00	\$ 2,320.00	\$ 100.00	\$ 250.00	\$ 250.00
200-0600	66" DBL DRM SMOOTH W/VIB	\$ 695.00	\$ 2,025.00	\$ 5,270.00	\$ 250.00	\$ 850.00	\$ 850.00
205-0100	3-6 TON S/DRM 47" SHEEPS FOOT DRM	\$ 575.00	\$ 1,710.00	\$ 4,465.00	\$ 250.00	\$ 850.00	\$ 850.00
205-0100	7-8 TON S/DRM 54" SHEEPS FOOT DRM	\$ 575.00	\$ 1,710.00	\$ 4,465.00	\$ 250.00	\$ 850.00	\$ 850.00
205-0100	14-15 TON S/DRM 66" SHEEPS FOOT DRM	\$ 620.00	\$ 1,915.00	\$ 4,865.00	\$ 250.00	\$ 850.00	\$ 850.00
205-0200	14-17 TON S/DRM SMOOTH	\$ 695.00	\$ 2,065.00	\$ 4,865.00	\$ 250.00	\$ 850.00	\$ 850.00
225-0100	9-WHEEL PNEUMATIC TIRE STD DRIVE	\$ 750.00	\$ 2,385.00	\$ 6,165.00	\$ 250.00	\$ 850.00	\$ 850.00
225-0200	9-WHEEL PNEUMATIC TIRE ALL-WHL DRIVE	\$ 895.00	\$ 2,950.00	\$ 7,820.00	\$ 250.00	\$ 850.00	\$ 850.00
<b>BACKHOES AND ATTACHMENTS</b>							
135-0110	BACKHOE W/CAB/4WD 65-90 HORSEPOWER (HP)	\$ 435.00	\$ 1,255.00	\$ 2,830.00	\$ 250.00	\$ 850.00	\$ 850.00
135-0110	BACKHOE W/CAB/2WD 65-90HP	\$ 435.00	\$ 1,255.00	\$ 2,830.00	\$ 250.00	\$ 850.00	\$ 850.00
135-0110	BACKHOE W/CAB/4WD 65-90HP W/THUMB	\$ 435.00	\$ 1,255.00	\$ 2,830.00	\$ 250.00	\$ 850.00	\$ 850.00
135-0110	BACKHOE W/CAB/4WD 65-90HP W/THUMB/ 4-1 BKT	\$ 435.00	\$ 1,255.00	\$ 2,830.00	\$ 250.00	\$ 850.00	\$ 850.00
139-1010	FORK-BKT ATTACH	\$ 115.00	\$ 285.00	\$ 235.00	\$ 100.00	\$ 250.00	\$ 250.00
139-0065	ACCESORY (ACC) BUCKET (BKT) 24"	\$ 100.00	\$ 155.00	\$ 355.00	\$ 100.00	\$ 250.00	\$ 250.00
139-0060	ACC BKT 18"	\$ 100.00	\$ 155.00	\$ 355.00	\$ 100.00	\$ 250.00	\$ 250.00
139-0550	ACC HAMMER HYDRAULIC	\$ 785.00	\$ 2,250.00	\$ 5,870.00	\$ 100.00	\$ 250.00	\$ 250.00
139-0815	ACC COMPACTOR WHEEL 18-24"	\$ 190.00	\$ 515.00	\$ 1,040.00	\$ 100.00	\$ 250.00	\$ 250.00
<b>DOZERS</b>							
100-0200	TRACK W/CAB 24" 80-90 HP	\$ 705.00	\$ 1,960.00	\$ 4,585.00	\$ 250.00	\$ 250.00	\$ 250.00
100-0810	CATERPILLAR (CAT) D7/Equivalent Cab/Air	\$ 3,100.00	\$ 7,920.00	\$20,315.00	\$ 950.00	\$1,850.00	\$1,850.00
100-0910	CAT D9/Equivalent Cab/Air	\$ 3,600.00	\$ 9,450.00	\$26,140.00	\$ 1,500.00	\$3,200.00	\$3,200.00
<b>WHEEL LOADER</b>							
145-0910	Cab/Air 2.6 Yd/Bkt 4x4	\$ 710.00	\$ 2,150.00	\$ 4,675.00	\$ 250.00	\$ 850.00	\$ 850.00
145-0910	Cab/Air 2.6 yd w/4-1 bkt 4x4	\$ 1,010.00	\$ 2,815.00	\$ 6,265.00	\$ 250.00	\$ 850.00	\$ 850.00
145-1910	Cab/Air 3 yd w/4-1 bkt 4x4	\$ 775.00	\$ 2,425.00	\$ 5,910.00	\$ 300.00	\$ 950.00	\$ 950.00
145-1910	Cab/Air 3.5 yd w/4-1 bkt 4x4	\$ 995.00	\$ 3,095.00	\$ 7,640.00	\$ 300.00	\$ 950.00	\$ 950.00
No Stock on JRB	Cab/Air 3.5-4 yd 4x4 w/detachable JRB 1480 Hook						
145-3310	CAT 966 or equivalent	\$ 1,550.00	\$ 4,365.00	\$12,750.00	\$ 300.00	\$ 950.00	\$ 950.00

<b>SKID STEER LOADER</b>							
<b>WHEELED</b>							
112-0300	45-50HP 1200-1499 POUND (LB)	\$ 325.00	\$ 900.00	\$ 2,075.00	\$ 100.00	\$ 250.00	\$ 250.00
112-0300	45-60HP 1500-1750LB	\$ 325.00	\$ 900.00	\$ 2,075.00	\$ 100.00	\$ 250.00	\$ 250.00
112-0300	45-75HP 1751-2099LB	\$ 325.00	\$ 900.00	\$ 2,075.00	\$ 100.00	\$ 250.00	\$ 250.00
No Stock	61-80HP CAB/AIR 2100-2399LB						
112-0700	65-80HP 2000-2400LB	\$ 365.00	\$ 970.00	\$ 2,940.00	\$ 250.00	\$ 850.00	\$ 850.00
114-1010	ACC FORKS	\$ 90.00	\$ 245.00	\$ 580.00	\$ 100.00	\$ 250.00	\$ 250.00
114-1010	ACC SMOOTH AND TOOTH BKT	\$ 70.00	\$ 185.00	\$ 335.00	\$ 100.00	\$ 250.00	\$ 250.00
114-0050	ACC 4-1 BKT	\$ 155.00	\$ 415.00	\$ 830.00	\$ 100.00	\$ 250.00	\$ 250.00
114-0510	ACC HAMMER 500 LB	\$ 355.00	\$ 1,015.00	\$ 2,365.00	\$ 100.00	\$ 250.00	\$ 250.00
No Stock	ACC TRENCHER						
114-2720	ACC PLANER 24" HIGH FLOW	\$ 795.00	\$ 2,425.00	\$ 6,080.00	\$ 100.00	\$ 250.00	\$ 250.00
114-2110	ACC HYDRAULIC AUGER 6" TO 30"	\$ 155.00	\$ 420.00	\$ 930.00	\$ 100.00	\$ 250.00	\$ 250.00
114-2150	ACC AUGER EXTENTION 12" - 24"	\$ 45.00	\$ 105.00	\$ 275.00	\$ 100.00	\$ 250.00	\$ 250.00
114-2510	ACC HYDRAULIC SWEEPER	\$ 160.00	\$ 545.00	\$ 1,520.00	\$ 100.00	\$ 250.00	\$ 250.00
114-0155	ACC GRAPPLE BKT	\$ 155.00	\$ 415.00	\$ 830.00	\$ 100.00	\$ 250.00	\$ 250.00
<b>TRACKED</b>							
110-0050	60-71HP 1800-2500LB	\$ 410.00	\$ 1,185.00	\$ 2,860.00	\$ 250.00	\$ 850.00	\$ 850.00
110-210	78-85HP 2400-2800LB	\$ 485.00	\$ 1,395.00	\$ 3,730.00	\$ 250.00	\$ 850.00	\$ 850.00
110-0700	80-105HP 2800 + CAB/AIR	\$ 720.00	\$ 2,200.00	\$ 5,870.00	\$ 250.00	\$ 850.00	\$ 850.00
114-0050	ACC 4-1 BKT	\$1,550.00	\$ 415.00	\$ 830.00	\$ 100.00	\$ 250.00	\$ 250.00
114-2810	ACC ROAD WIDENER (ASPHALT SHOULDER)	\$ 760.00	\$ 1,790.00	\$ 4,805.00	\$ 250.00	\$ 850.00	\$ 850.00
<b>EXCAVATORS</b>							
120-1215	CAT 320 REAR (RR) CAB/AIR W/THUMB	\$ 995.00	\$ 7,500.00	\$ 3,295.00	\$ 300.00	\$ 950.00	\$ 950.00
120-1315	22-26 TON 21-22' D/DEPTH	\$1,095.00	\$ 3,130.00	\$ 7,745.00	\$ 300.00	\$ 950.00	\$ 950.00
124-0140	ACC 48" BKT	\$ 215.00	\$ 435.00	\$ 915.00	\$ 100.00	\$ 250.00	\$ 250.00
124-0510	ACC HAMMER	\$1,125.00	\$ 3,325.00	\$ 8,245.00	\$ 100.00	\$ 250.00	\$ 250.00
No Stock	ACC THUMB						
124-0750	ACC COMP WHEEL 18"	\$ 290.00	\$ 830.00	\$ 1,970.00	\$ 100.00	\$ 250.00	\$ 250.00
124-0755	ACC COMP WHEEL 24"	\$ 300.00	\$ 880.00	\$ 2,115.00	\$ 100.00	\$ 250.00	\$ 250.00
115-0715	CAT 308 WITH THUMB	\$ 670.00	\$ 1,870.00	\$ 4,910.00	\$ 250.00	\$ 850.00	\$ 850.00

<b>WATER TRUCK</b>							
575-0100	2000 GALLON W/FRONT (FRT) AND RR SPRAY BAR DIESEL	\$ 465.00	\$ 1,305.00	\$ 2,830.00	\$ 250.00	\$ 850.00	\$ 850.00
575-0200	4000 GALLON W/FRONT AND RR SPRAY BAR DIESEL	\$ 645.00	\$ 1,975.00	\$ 4,755.00	\$ 250.00	\$ 850.00	\$ 850.00
<b>Category B: Traffic Related</b>							
<b>TRAFFIC RELATED</b>							
No Stock	PORTABLE CONCRETE BARRIERS						
832-0200	MESSAGE BOARD	\$ 395.00	\$ 790.00	\$ 1,550.00	\$ 100.00	\$ 250.00	\$ 250.00
850-0200	LIGHT TOWER	\$ 145.00	\$ 340.00	\$ 830.00	\$ 100.00	\$ 250.00	\$ 250.00
No Stock	FLASHING BEACON						
No Stock	TEMPORARY TRAFFIC SIGNAL						

\*Items not on the quotation schedule will be quoted upon request

# Holt of California

## Exhibit B

### California Levine Act Statement

#### California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Lessor's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

\_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

\_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of authorized individual

Holt of California  
Type or write name of company

Ken Monroe-Chief Executive Officer  
Type or write name of authorized individual