

AGREEMENT CONTRACT ROUTING SHEET

Date Prepared: 1/22/19

Need Date: 1/25/19

PROCESSING DEPARTMENT:

CONTRACTOR:

Department: Procurement & Contracts
Dept. Contact: Sandy Ewert
Phone: X5102
Department Head Signature: *Michele Weimer*
Michele Weimer
Procurement and Contracts Manager

Name: Hunt & Sons, Inc.
Address: 5750 South Watt Avenue
Sacramento, CA 95829
Phone: 800-734-2999

Org Code: 0200000
Project String
(if applicable): _____
Funding Source: _____

CONTRACTING DEPARTMENT: County-wide

Service Requested: Review & Approve
Description: Cardlock Fueling System for County-owned Vehicles
Contract Term: One Year Contract Value: \$1,000,000

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: X Disapproved: _____ Date: _____ By: *[Signature]*
Approved: _____ Disapproved: _____ Date: _____ By: _____

Please see comments; approval with recommendations.

EL DORADO COUNTY COUNSEL
2019 JAN 23 PM 12:56

HR APPROVAL: WILL BE REVIEWED THROUGH WORKFLOW

RISK MANAGEMENT: WILL BE REVIEWED THROUGH WORKFLOW

PLEASE EMAIL FOR PICK-UP cda-csu@edcgov.us Thank you!

Hunt & Sons, Inc.

AGREEMENT FOR SERVICES #3683

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 Hunt & Sons, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 5750 South Watt Avenue, Sacramento, California 95829 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a contractor to provide commercial cardlock fueling services for all El Dorado County owned vehicles;

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations;

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

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: 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/>. 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, marked "Pricing for Cardlock Fueling," incorporated herein and made by reference a part hereof;

- 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 the 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 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.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of January 24, 2019 through January 23, 2020.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor bi-monthly in arrears. For the purposes of this Agreement, the billing rate shall be in accordance with Exhibit A. 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, and 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 the user Department, broken out by index 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

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.

Payments shall be coordinated and established with the Auditor/Controller's Office; 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 and/or MasterCard
 - County's Visa or MasterCard is kept safely on file in Contractor's office and is ran 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 one million dollars (\$1,000,000.00) for the one (1) year period, inclusive of authorized vending machine purchases in accordance with this Agreement.

ARTICLE IV

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

ARTICLE V

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 VI

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during the term hereof.

ARTICLE VII

Confidentiality: Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Chief Administrative Office, Procurement and Contracts Division, for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE VIII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE IX

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

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 fiscal 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, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Audit by California State Auditor: Contractor 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, Contractor 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 XII

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. 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.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired. In the event of termination, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement immediately in the event Contractor 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 upon seven (7) calendar days' written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Contractor, and for such other services which County may agree to in writing as 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, Contractor 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 XIII

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

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

Attn.: Michele Weimer
Procurement & Contracts Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Hunt & Sons, Inc.
5750 South Watt Avenue
Sacramento, California 95829

Attn.: R. Dean Hunt
President

or to such other location as Contractor directs.

ARTICLE XIV

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in ARTICLE XIII, 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 XV

Indemnity: Contractor shall defend, indemnify, and hold County and its officers, agents, employees, and representatives 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 Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Contractor, subcontractor(s), and employee(s) of any of these, except for the sole or active negligence of County, its officers, agents, employees, and representatives, or as expressly prescribed by statute. This duty of Contractor to indemnify

and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVI

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 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 the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XVII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor 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 XVIII

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XIX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XII, Default, Termination, and Cancellation, herein.

ARTICLE XX

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and 8355 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXI

California Residency (Form 590): If Contractor is a California resident, Contractor must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXII

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXIII

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. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXIV

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXV

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 XXVI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Sandra Ewert, Sr. Department Analyst, Chief Administrative Office, Procurement and Contracts Division, or successor.

ARTICLE XXVII

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 XXVIII

Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXIX

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 XXX

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 XXXI

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

Requesting Contract Administrator Concurrence:

By: _____

Sandra R. Ewert
Sr. Department Analyst
Chief Administrative Office
Procurement and Contracts Division

Dated: _____

Requesting Department Concurrence:

By: _____

Laura Schwartz
Deputy Chief Administrative Officer
Chief Administrative Office

Dated: _____

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:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- HUNT & SONS, INC. --

By: _____
Joshua M. Hunt
President
"Contractor"

Dated: _____

By: _____
Joseph W. Hunt
Corporate Secretary

Dated: _____

364-S1711
EXHIBIT "A" – PRICING FOR CARDLOCK FUELING

Pricing – Pacific Pride

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

DOMESTIC SITES (Unbranded)

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

Diesel Fuel – OPIS Weekly (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 | - 6540 Wentworth Springs Rd., Georgetown |

DOMESTIC SITES (Branded)

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

- 2891 Mosquito Road, Placerville

FOREIGN SITES (Unbranded)

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

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

FOREIGN SITES (Branded)

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

Pricing – CFN

FOREIGN SITES (Branded)

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

Proposed Payment Discount

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

Training will be done on an as requested basis at no charge to County.

(1) Pricing to be in accordance with "OPIS – Unbranded Average"^{**} weekly prices. However, if unforeseen circumstances warrant Franchisor billing Contractor at the daily OPIS – Unbranded Average prices, due to uncontrollable market events and the increases being \$0.05 or more, pricing for County shall also be billed at the daily pricing.

For weekly pricing, Contractor shall use "Wednesday OPIS Daily – Unbranded Average"^{**} prices at the 5:30 Eastern timeframe for the coming week for both grades of fuel. If daily pricing is required, Contractor shall use the "OPIS – Unbranded Average"^{**} daily reports (any given day) to adjust the prices charged to County, effective the next business day AND upon notification to County by Contractor.

(2) For County Departments traveling outside of the Sacramento Area, Contractor shall furnish to County daily pricing for that specific location on an as needed basis.

^{**} Except for Branded sites where the Branded OPIS price for the assigned Brand will be used.