

SACRAMENTO AREA COUNCIL OF GOVERNMENTS STANDARD AGREEMENT

THIS AGREEMENT, is made and entered into this 1ST day of October, 2014, at Sacramento, California, by and between the **Sacramento Area Council of Governments**, a joint powers agency (hereinafter "SACOG"), through its duly appointed Chief Executive Officer, and **Hunt & Sons, Inc.**, a California corporation (hereinafter "Contractor").

RECITALS:

1. Contractor represents that it is specially trained and/or has the experience and expertise necessary to competently perform the services set forth in this Agreement; and
2. Contractor is willing to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement; and
3. SACOG desires to contract with Contractor to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Time of Performance; Option to Renew: Contractor shall commence work on or before December 1st, 2014, and in accordance with the Scope of Work, attached hereto as Exhibit "A" and incorporated herein. Contractor shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Work shall be completed and this Agreement shall expire on the date that is three years after the date first above written, unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties. SACOG shall have two options to renew this Agreement, each for a period of one year, by giving written notice of renewal to Contractor no later than 30 days prior to the then-current expiration date of the Agreement.
2. Scope of Work: Contractor agrees to fully perform the work described in Exhibit "A" - Scope of Work. SACOG reserves the right to review and approve all work to be performed by Contractor in relation to this Agreement. Any proposed amendment to the Scope of Work must be submitted by Contractor in writing for prior review and approval by SACOG's Chief Executive Officer. Approval shall not be presumed unless such approval is made by SACOG in writing.
3. Standard of Quality: All work performed by Contractor under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.
4. Compliance with Laws: Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders and decrees. Contractor warrants and represents to SACOG that Contractor shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals

that are legally required for Contractor to practice its profession or are necessary and incident to the performance of the services and work Contractor performs under this Agreement. Contractor shall provide written proof of such licenses, permits, insurance and approvals upon request by SACOG. SACOG is not responsible or liable for Contractor's failure to comply with any or all of the requirements contained in this paragraph.

5. Consideration: The Participating Agencies (defined in Exhibit "A") shall pay for fuel, and Contractor shall pay SACOG's administrative fee, as set forth in Exhibit "A." In no instance shall SACOG be liable for any payments to Contractor or the Participating Agencies.

6. Reporting and Payment: Contractor shall submit monthly billings in arrears to the Participating Agencies (defined in Exhibit "A") no later than the 15th of each month and in accordance with the Scope of Work. Contractor shall be notified within fifteen (15) working days following receipt of its invoice by the Participating Agency of any circumstances or data identified by the Participating Agencies in Contractor's written billing which would cause withholding of approval and subsequent payment. Contractor shall be paid within thirty (30) days after the Participating Agency's approval of each billing.

7. Independent Contractor: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act as and be independent contractors and not officers or employees or agents of SACOG. Contractor, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit SACOG to any decision or course of action, and shall not represent to any person or business that they have such power. Contractor has and shall retain the right to exercise full control of the supervision of the services and work and over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of services under this Agreement. Contractor shall be solely responsible for all matters relating to the payment of its employees, including but not limited to compliance with social security and income tax withholding, workers' compensation insurance and all regulations governing such matters.

8. Termination:

a. SACOG 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 indicated in Section 17.

b. If SACOG issues a notice of termination:

(1) Contractor shall immediately cease rendering services pursuant to this Agreement.

(2) Contractor shall deliver to SACOG copies of all Writings, whether or not completed, which were prepared by Contractor, its employees or its subcontractors, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, typesetting, computer files and records, drawings, blueprints, printing, photostatting,

photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof.

(3) SACOG shall pay Contractor for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 5, less any compensation to SACOG for damages suffered as a result of Contractor's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Section 6. However, if this Agreement is terminated because the work of Contractor does not meet the terms or standards specified in this Agreement, then SACOG shall be obligated to compensate Contractor only for that portion of Contractor's services which is of benefit to SACOG.

9. Assignment: The parties understand that SACOG entered into this Agreement based on the professional expertise and reputation of Contractor. Therefore, without the prior express written consent of SACOG, this Agreement is not assignable by Contractor either in whole or in part.

10. Binding Agreement: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

11. Time: Time is of the essence in this Agreement.

12. Amendments: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

13. Contractors and Subcontractors: Contractor shall not subcontract any portion of the work without the prior express written authorization of SACOG. If SACOG consents to a subcontract, Contractor shall be fully responsible for all work performed by the subcontractor.

a. SACOG reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.

b. Any contract or sub-contract shall require the contractor and its subcontractors, if any, to:

(1) Comply with applicable State and Federal requirements that pertain to, among other things, labor standards, non-discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace.

(2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.

- (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount to be determined by SACOG that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by Contractor or any subcontractor in performing work associated with this Agreement or any part of it.
- (4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
- (5) Permit SACOG and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

14. **Indemnity:** Contractor specifically agrees to indemnify, defend, and hold harmless SACOG, its directors, officers, members, agents, and employees (collectively the “Indemnitees”) from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively “Losses”) arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnatee. Contractor shall pay all costs and expenses that may be incurred by SACOG in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

15. **Insurance Requirements:** Contractor hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this Agreement and any extensions to this Agreement, the following described insurance coverage:

POLICY	MINIMUM LIMITS OF LIABILITY
(1) Workers' Compensation; Employer's Liability.	Statutory requirements for Workers' Compensation; \$ 1,000,000 Employers' Liability.
(2) Comprehensive Automobile: Insurance Services Office, form #CA 0001 (Ed 1/87) covering Automobile Liability, code 1 (any auto).	Bodily Injury/Property Damage \$2,000,000 each accident.
(3) General Liability: Insurance Services Office Commercial General Liability	\$2,000,000 per occurrence. If Commercial General Liability Insurance or other form

coverage (occurrence form #CG 0001). with a general aggregate limit, such limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- (4) Additional Participating Agency Requirements: Participating Agencies (defined in Exhibit "A") may have additional insurance requirements, which will be expressly stated in their respective sub-agreements.

- a. Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions in excess of \$5,000 must be declared to and approved by SACOG.
- b. Required Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - (1) For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects SACOG, its directors, officers, employees and agents. Any insurance or self-insurance maintained by SACOG, its directors, officers, employees or agents shall be in excess of Contractor's insurance and shall not contribute to it.
 - (2) Any failure by Contractor to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to SACOG, its directors, officers, employees or agents.
 - (3) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (4) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to SACOG.
- c. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by SACOG.
- d. Certificate of Insurance and Additional Insured Requirement: Contractor shall furnish to SACOG an original Certificate of Insurance on a standard ACORD form, or other form acceptable to SACOG, substantiating the required coverages and limits set forth above and also containing the following:
 - (1) Thirty (30) days prior written notice to SACOG of the cancellation, non-renewal or reduction in coverage of any policy listed on the Certificate; and

(2) The following statement with respect to the Commercial General Liability policy: "SACOG and its directors, officers, agents and employees, are made additional insureds, but only insofar as the operations under this Agreement are concerned."

- e. Certified Copies of Policies: Upon request by SACOG, Contractor shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.
- f. Contractor's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude SACOG from taking other actions available to it under this Agreement or by law, including but not limited to, actions pursuant to Contractor's indemnity obligations.

16. Audit, Retention and Inspection of Records:

- a. SACOG or its designee shall have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any subcontractors, for the purpose of monitoring, auditing, or otherwise examining the Records. Contractor agrees to provide SACOG or its designee with any relevant information requested and shall permit SACOG or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records to determine compliance with any applicable federal and state laws and regulations. Contractor further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation to this Agreement and any amendments, whichever is later.
- b. If so directed by SACOG upon expiration of this Agreement, Contractor shall cause all Records relevant to the Scope of Work to be delivered to SACOG as depository.

17. Project Manager:

SACOG's project manager for this Agreement is Erik Johnson, unless SACOG otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the SACOG Project Manager at the following address:

Erik Johnson, Acting Manager of Policy and Administration

Sacramento Area Council of Governments
1415 "L" Street, Suite 300
Sacramento, California 95814

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 SACOG, which agreement shall not be unreasonably withheld. With the exception of notice pursuant to Section 8(a) above, any notice, report, or other communication to Contractor required by this Agreement shall be mailed by first-class mail to:

<i>Name, Title</i>	<i>Joshua M. Hunt</i>	<i>General Manager</i>
<i>Contractor</i>	<i>Hunt & Sons, Inc.</i>	
<i>Address</i>	<i>P.O. Box 277670</i>	
<i>Address</i>	<i>Sacramento, CA 95827</i>	

18. Successors: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

19. Waivers: No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of SACOG to enforce at any time the provisions of this Agreement or to require at any time performance by Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of SACOG to enforce these provisions.

20. Litigation: Contractor shall notify SACOG immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or SACOG, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of SACOG.

21. National Labor Relations Board Certification: Contractor, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court which orders Contractor to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

22. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Contractor assures SACOG that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

23. Compliance with Non-Discrimination and Equal Employment Opportunity Laws: It is SACOG's policy to comply with state and federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other federal discrimination laws and regulations, as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. SACOG does not discriminate on the basis of race, color, sex, creed, religion,

national origin, age, marital status, ancestry, medical condition, disability, sexual orientation or gender identity in conducting its business. SACOG prohibits discrimination by its employees, contractors and contractors.

Contractor assures SACOG that it complies with, and that Contractor will require that its subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Contractor to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

- a. Contractor and its subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., with U.S. D.O.T. regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act”, 49 C.F.R. Part 21, and with any applicable implementing federal directives that may be issued.
- b. Contractor and its subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. §§ 2000e, implementing federal regulations, and any applicable implementing federal directives that may be issued. Contractor and its subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Contractor and its subcontractors will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age or marital status. Contractor and its subcontractors will insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its subcontractors will comply with all applicable federal and state employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- d. Contractor will include the non-discrimination and equal employment opportunity provisions of this section (provisions a. through c. above) in all contracts to perform work funded under this Agreement.

24. Drug-Free Certification: By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee of Contractor who works under this Agreement shall:
 - (1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and
 - (2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

25. Union Organizing: By signing this Agreement, Contractor hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- a. Contractor will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
- b. Contractor will not meet with employees or supervisors on SACOG or state property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.
- c. No funds received from SACOG under this Agreement shall be used to assist, promote, or deter union organizing.

26. Other Responsibilities:

a. Conflicts of Interest: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with SACOG's interest. During the term of this Agreement, Contractor shall not accept any employment or engage in any contracting work that would create a conflict of interest with SACOG or in any way compromise the services to be performed under this Agreement. Contractor shall immediately notify SACOG of any and all potential violations of this paragraph upon becoming aware of the potential violation.

b. Political Reform Act Compliance: Contractor is aware and acknowledges that certain contractors that perform work for governmental agencies are "contractors" under the Political Reform Act (the "Act") (Government Code § 81000, et seq.) and its implementing regulations (2 California Code of Regulations § 18110, et seq.). Contractor agrees that any of its officers or employees deemed to be "contractors" under the Act by SACOG, as provided for in the Conflict of Interest Code for SACOG, shall promptly file economic disclosure statements for the disclosure categories determined by SACOG, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.

c. Campaign Contribution Disclosure. Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit "B."

27. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

28. Governing Law and Choice of Forum: This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Sacramento County.

29. Integration: This Agreement represents the entire understanding of SACOG and Contractor as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 12.

30. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

31. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

32. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

33. Ownership; Permission:

- a. Contractor agrees that all work products, including but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property produced in the performance of this Agreement, shall be the sole property of SACOG, provided that Contractor may retain file copies of said work products. Contractor shall provide said work products to SACOG upon request.
- b. Contractor represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either owned by or produced by Contractor or that all required permissions and license agreements have been obtained and paid for by Contractor; and (ii) SACOG is free to use, reuse, publish or otherwise deal with all such materials or work products except as otherwise specifically provided in Exhibit "A." Contractor shall defend, indemnify and hold harmless SACOG and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

34. Counterparts: This Contract may be signed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

35. Prohibition of Expending State or Federal Funds for Lobbying:

- a. Contractor certifies, to the best of his or her knowledge or belief, that:
 - (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal Agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c. Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

36. Payee Data Record Form: Contractor shall complete the Payee Data Record form attached to this Agreement as Exhibit "D", in lieu of IRS W-9, so that SACOG may submit payment information to its auditor/treasurer (Sacramento County).

37. Contract Documents: All exhibits attached to this Agreement (the "Contract Documents") are incorporated herein. In the event of any inconsistency between the terms of the various Contract Documents, they shall be interpreted in the following order of precedence:

- a. Exhibit "A" (Scope of Work)
- b. Exhibit "A-1" (Scope of Work – Delivery Requirements)
- c. Exhibit "B" (Price Sheet)
- d. This Instrument
- e. Exhibit "C" (Levine Act Disclosure Statement)
- f. Exhibit "D" (Payee Data Record)
- g. Exhibit "E" (Supplemental Terms and Conditions)
- h. Exhibit "F" (Specifications)

- i. Exhibit "G" (Form of Participating Agency Sub-Agreement)

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE HEREIN ABOVE APPEARING:

SACRAMENTO AREA COUNCIL OF GOVERNMENTS

MIKE MCKEEVER
Chief Executive Officer

APPROVED AS TO FORM:

Miller & Owen
Legal Counsel to SACOG

RECOMMENDED BY:

Director's Name
Director's Title

CONTRACTOR COMPANY: Hunt & Sons, Inc.

Joshua M. Hunt General Manager
Name, Title

EXHIBIT "A"

Scope of Work

Contractor's Relationship with Participating Agencies and SACOG

1. Hunt & Sons, Inc. ("Contractor") will act as the prime contractor for the SACOG Joint Regional Public Agency Fuels and Lubricants bid. Contractor will be the main point of contact for all Participating Agency locations. Contractor's corporate headquarters is located in Sacramento and that is where all of the billing will take place. Contractor is a fully integrated Petroleum Distributor and will be purchasing all of the fuel required for delivery to Participating Agencies from various fuel suppliers and using Contractor's fleet of delivery trucks to make deliveries.

2. Each of the following public agencies may become "Participating Agencies" under this Agreement upon negotiation, execution and delivery of a sub-agreement with Contractor substantially in the form of Exhibit "G" attached hereto:

County of Butte
County of Placer
Nevada Irrigation District
City of Rocklin
City of Folsom
City of Galt

Los Rios Community College District
Yolo-Sutter Transit Authority
University of California at Davis
City of Yuba City

County of Sacramento
Town of Truckee
Placer County Water Agency
City of Roseville
City of Sacramento
Sacramento Regional Wastewater Treatment
District
San Juan Water District
City of Davis
County of Sutter

3. Contractor shall, in good faith, negotiate, execute and deliver a sub-agreement with each of the public agencies listed in Section 1, above, substantially in the form of Exhibit "G" attached hereto. SACOG shall not be responsible for any Participating Agency's failure to execute a sub-agreement, or for the breach of any sub-agreement by a Participating Agency. Public agencies other than the Participating Agencies listed above may join this Agreement only upon prior written approval by SACOG and the Contractor. Following such approval, such public agencies shall be "Participating Agencies" for all purposes of this Agreement.

4. a. On or before the 15th day of the first month of each calendar quarter (i.e., January 15, March 15, July 15 and October 15), Contractor shall deliver to SACOG a written report of all fuels and lubricants delivered to the Participating Agencies during the preceding calendar quarter. The report shall include the following information for each Participating Agency: (1)

quantities purchased of each product type, (2) the administrative fee for each product type, (3) the total amount invoiced for each product type, (4) a total of the administrative fee for all product types, and (5) a total of the amount invoiced for all product types. The summary report shall also include an executive summary listing: (1) the total administrative fee due to SACOG for the quarter, (2) the total amount invoiced for all Participating Agencies using this Agreement, (3) a list of all active Participating Agencies, and (4) indication of any Participating Agencies joining or leaving this Agreement.

b. Concurrently with the delivery of the quarterly report, Contractor shall pay an administrative fee to SACOG in the amount of \$0.0065 for each gallon (or gallon equivalent) of fuels and lubricants delivered during the prior calendar quarter. Payment shall be made on the basis of actual deliveries without any withholding for late payment by a Participating Agency.

Contractor's Scope of Work

Bulk Fuel Distribution

5. Contractor will deliver fuel and lubricants, and provide other services as specified below, to Participating Agencies without causing them to change the way they function or adding any additional expenses to their operating budgets. These services are included in the fees included within this contract. Fees for delivered fuel and lubricants will be assessed to the Participating Agencies at the rates set forth in Exhibit "B," attached hereto.

- a. Contractor will assign a customer service representative to each Participating Agency who will visit all the locations to verify tank sizes, physical tank locations, best traffic routes and physically stick each of the fuel tanks to get an initial inventory level so that Contractor can begin to monitor fuel usage and create deliveries when product is needed.
- b. Contractor's dispatch will also use its tracking method to gauge when fuel is needed based on daily usage.
- c. Dispatch will monitor the fuel market and advise the Participating Agencies on when to purchase fuel based on potential market increases and when to hold off from purchasing when prices are dropping.
- d. Contractor will maintain accurate inventory totals based on daily consumption and tank stick readings.
- e. Contractor will also put each location on a "keep full" route where, based on the daily fuel consumption, Contractor will deliver to all of the tankwagon delivery locations weekly or more often based on when fuel is needed.
- f. Since each delivery location will be on a "keep full" route Contractor will ensure that fuel is delivered to each as part of a weekly routine so that even if one of the

locations had a light week of fuel consumption it will still be serviced so that it does not fall out of its normal routine. A lot of times daily or weekly consumption might change for some reason so by all tanks being delivered to on a routine basis there won't be any issues of a location being low on inventory.

g. Contractor will also utilize the existing Tank monitoring systems that several agencies currently have where Contractor will be able to set the system to fax or email inventory levels on a daily basis to Contractor's dispatch so that Contractor can monitor fuel levels remotely for locations that are high volume sites.

h. For all high volume sites and sites that have inconsistent usages such as those in the "Snow" country, Contractor will call them on a daily basis to see what potential needs they would have such as if a storm was coming. As used in this paragraph, "high-volume sites" means those sites that have an average daily usage in excess of 4,000 gallons.

6. Steps in Fuel Delivery

a. Contractor receives a call from a Participating Agency location for fuel delivery or it comes due as part of Contractor's "Keep Full Program."

b. Contractor creates fuel order and dispatch schedules a delivery.

c. If delivery is for a location in one of the areas that will be serviced by Contractor where the most economical and logistical place of pick up will be a major loading terminal, then the fuel truck will be dispatched to one of the fuel loading racks in Sacramento, Chico, Stockton or the Bay Area that is connected to the pipeline system coming from the Bay Area Refineries. The fuel will be delivered to the ordering location.

d. If the delivery is for a location where the Participating Agency is best served by an outlying Contractor distribution facility, then the truck will load from that facility and deliver the fuel to the ordering location.

e. The fuel truck will make the delivery and then a signed delivery ticket is brought back to Contractor's headquarters for processing.

f. Invoice for fuel delivery will be generated and mailed to the Participating Agency for payment.

g. If a Participating Agency's order is for Lubricants, then the delivery will originate out of the closest Contractor distribution facility to that specific ordering location and then the signed delivery ticket is sent back to Contractor's Headquarters for processing.

Cardlock Services.

7. Contractor offers both Pacific Pride and CFN fueling networks.

- a. Contractor has four full time employees in their Cardlock Department. They handle large fuel card orders each day and replace lost or stolen cards.
- b. Contractor will provide paper or electronic invoices, as requested by the Participating Agencies. Contractor will also send cardlock invoice information in a .csv format to import into Participating Agency fleet databases, if so requested.
- c. Contractor will provide both vehicle cards and bulk fuel cards as requested by each Participating Agency and will itemize all charges for lost or stolen cards. [\$3.00 per card]
- d. Contractor's card lock invoices will include all of this information along with pricing, fueling location, departments and index codes.
- e. Participating Agencies may access their respective card lock transactions on Contractor's web page daily for the previous day's purchases.
- f. At the request of any Participating Agency, Contractor's software programmers will also write a program allowing the Participating Agency to log on to a specific web page and download cardlock transaction information in a format that the Participating Agency requires for its in-house Fleet Maintenance Software.

8. Emergency Resources and Protocol

- a. Contractor will prepare for potential emergency situations throughout the year by training its employees on the correct measures they will need to know to perform their duties to always having significant inventories of all products on hand so that Contractor can be there no matter what happens.
- b. Contractor's customer support is available to all Participating Agencies 24 hours a day, 365 days a year. Contractor's office hours are 6 a.m. to 6 p.m. Monday thru Friday and 8 a.m. to 12 p.m. on Saturdays. After hours Contractor's customer service team can be reached by calling Contractor's office and speaking with Contractor's answering service who can reach every member of Contractor's dispatch and customer service department by cell phone 24 hours a day.
- c. Contractor has trucks on the road 7 days a week so Contractor will always be able to respond to any issues.
- d. Contractor has hundreds of thousands of gallons of fuel and lubricants on hand at anytime at all of their Distribution Facilities or Cardlocks so that if there are product outages at the terminals or the pipelines are down Contractor will still have product to deliver.

- e. If power outages occur, Contractor will pull fuel from its own locations with its own power to ensure Participating Agencies still have fuel.
- f. Contractor has the experience and contacts at Cal Trans to ensure that Contractor's trucks can get through the highways even if roads are closed due to snow conditions and will still be able to make deliveries in emergency situations.
- g. Contractor has Forest Service contracts for Forest Fires and Contractor's drivers have gone through the training to have the ability to be able to be on the fires continuing to deliver product for the crews battling the blazes.
- h. Contractor has local drivers who live in the communities it delivers to so that if emergencies arise in the middle of the night it is not a problem for them to go out and deliver product to the Participating Agencies needing fuel at any hour of the day on a very short notice.
- i. Contractor will provide extra fueling equipment such as tanks and pumps to Participating Agencies to utilize during potential emergencies to help provide additional storage onsite to fuel vehicles and emergency generators.

9. Subcontractor

- a. Contractor will not be utilizing the services of any Subcontractors for any of the work to be performed throughout the duration of this contract.

EXHIBIT "A-1"

SUPPLEMENTAL SCOPE OF WORK – DELIVERY REQUIREMENTS

1.1. GENERAL REQUIREMENTS

1.1.1. The Contractor shall perform all deliveries to the various Participating Agency locations in a safe and professional manner. Participating Agencies shall reserve the right to add or delete delivery locations as-needed during the course of the sub-contract(s).

1.1.2. The Contractor shall be solely responsible for ensuring that its vehicles/equipment have all the necessary attachments (pumps, hoses, etc.) required to deliver and dispense fuel into the fuel storage tanks at each delivery location. The Contractor's equipment shall be in good working order and all personnel shall be especially trained in safety matters to preclude accidents endangering Participating Agency personnel, property, or members of the public. Hoses and all coupler fittings shall be tight when in use. Product that leaks from hoses or coupler connections shall be cleaned up and removed by the Contractor at the Contractor's sole expense, including product in spill containers.

1.1.3. The Contractor shall ensure that deliveries are made as often as requested and within the delivery times stated herein to all Participating Agency delivery locations, regardless of weather conditions.

1.1.4. All deliveries shall be made within thirty-six (36) hours after an order is placed unless otherwise specified by the ordering Participating Agency.

1.1.5. The Contractor shall be solely responsible to check with each Participating Agency and facility to verify their specific delivery hours before delivery occurs. The Contractor must notify the ordering Participating Agency within 12 hours of scheduled delivery time, if delivery cannot be made within the time frame requested by the Participating Agency.

1.1.6. Deliveries may be made to locations inside secure grounds that require prior clearances to be made for delivery drivers. Since security clearance procedures for each facility may vary, it will be the Contractor's sole responsibility for contacting the secure location for security clearance procedures, hours of operation for deliveries and service, dress code, and other rules for delivery.

1.1.7. The Contractor may be required to make occasional emergency on-site or weekend deliveries upon special request by the individual ordering Participating Agency. Emergency deliveries shall be defined as deliveries requested outside the regular working hours of 7:00 am to 5:00 pm (Pacific), Monday through Friday

(excluding agency-observed holidays). Weekend deliveries shall be defined as deliveries requested during the hours of 5:01 pm Friday through 6:59 am the following Monday. If a delivery is scheduled on an agency-observed holiday then the delivery shall be considered a weekend delivery for billing purposes. No additional charges or fees shall be accepted or paid by the individual ordering Participating Agency for such deliveries.

1.2. REQUIREMENTS FOR BULK GASOLINE AND DIESEL FUEL AND #2 RED-DYED DIESEL FUEL

1.2.1. Deliveries shall be made within thirty-six (36) hours after receipt of an order from the Participating Agency.

1.2.2. If an order is placed for a truck and trailer quantity to be delivered to a truck and trailer location and the Contractor elects to make that delivery in a vehicle of lesser capacity, the Contractor shall not charge more than the truck and trailer prices prevailing at the time of delivery.

1.2.3. All deliveries shall be made in metered trucks that are compatible with the Participating Agency's storage tanks. Temperature correction of delivered products shall not be allowed. Invoices and payments shall be for gross gallons delivered.

1.2.4. All fuel deliveries shall be accompanied by a drop tag stating the tank size, reading, quantity delivered, point of delivery and signature of delivering driver, and specify whether the delivery was a bobtail or truck and trailer delivery.

1.2.5. At the time each delivery is made, the Contractor's driver may be required to draw a one (1) gallon sample from the truck and leave the sample with the Participating Agency's staff receiving the delivery. The sample container will be furnished by the Participating Agency. The Participating Agency reserves the right to send the fuel sample to an independent testing laboratory for analysis at any time. Should the fuel test analysis indicate that the fuel does not meet the specifications listed herein, the Contractor may be required to remove and replace the product at the Contractor's expense. Continued failure to deliver product meeting the specifications listed herein may be cause for cancellation of this Agreement and any sub-agreement.

EXHIBIT “B”

PRICE SHEET

EXHIBIT "C"

LEVINE ACT DISCLOSURE STATEMENT

(To be completed by all proposers on SACOG contractor contracts)

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

Current members of the SACOG Board of Directors are:

Cecilia Aguiar-Curry	Tony Hesch	David Sander
John Buckland	Diane Hodges	Don Saylor
Christopher Cabaldon	Robert Jankovitz	Phil Serna
Stanley Cleveland	Kevin Johnson	Jeff Slowey
Steve Cohn	Paul Joiner	Tom Stallard
Mark Crews	Joe Krovoza	Brian VeerKamp
Gary Davis	Robert MacGlashan	Dave Wheeler
Jack Duran	Steve Miklos	Rick West
Mary Jane Griego	Susan Peters	Scott Yuill
Carl Hagen	Susan Rohan	
Kevin Hanley	Ricky Samayoa	

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any SACOG Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

☐ YES ☒ NO

If yes, please identify the Director(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any SACOG Director(s) in the three months following the award of the contract?

☐ YES ☒ NO

If yes, please identify the Director(s): _____

0 Answering yes to either of the two questions above does not preclude SACOG from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

October 1st, 2014

DATE



(SIGNATURE OF AUTHORIZED OFFICIAL)

Joshua M. Hunt General Manager

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

Hunt & Sons, Inc.

(TYPE OR WRITE NAME OF COMPANY)

California Government Code Section 84308

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
 - (1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
 - (2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
 - (3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
 - (4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
 - (5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
 - (6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two

hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 428 J Street, Suite 800, Sacramento, CA 95814, (916) 322-5660.

EXHIBIT D

County of Sacramento PAYEE DATA RECORD

(Required in lieu of IRS W-9 when doing business with the County of Sacramento)

1	INSTRUCTIONS Complete all information requested on this form. Sign, date, and return to the Department requesting this information. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by the Department of Finance to prepare Information Returns (1099) and fulfill reporting obligations under the California Independent Contractor Reporting Law. Payment will be subject to a combined federal and state income tax backup withholding of 35%, without a valid FEIN/SSN. See next page for more information and Privacy Statement.		
2	PAYMENT TYPE Check the boxes that apply to Sacramento County's payments to you ☐ Goods ☐ Services ☐ Medical Services ☐ Rents/Leases ☐ Other		
3	PAYEE INFORMATION NAME (as shown on your income tax return) TRADE NAME OR DBA (if different from line 1) MAILING ADDRESS (Number and Street or P.O. Box Number) (City, State and Zip Code) PAYMENT REMITTANCE ADDRESS (Number and Street or P.O. Box Number) (City, State and Zip Code)		
4	PAYEE ENTITY TYPE CHECK ONE BOX ONLY ☐ PARTNERSHIP (FEIN) ☐ ESTATE OR TRUST (FEIN) ☐ LIMITED LIABILITY COMPANIES (LLC): ☐ CORPORATION (FEIN) ☐ PARTNERSHIP (FEIN) ☐ SOLE PROPRIETORSHIP (SSN) ☐ GOVERNMENT ENTITIES – Federal, State, and Local (including School Districts) ☐ INDIVIDUAL OR SOLE PROPRIETOR (MUST PROVIDE SSN) CORPORATION (FEIN) (MARK ONLY ONE TYPE) ☐ MEDICAL (e.g. dentistry, chiropractic, etc.) ☐ LEGAL (e.g. attorney services) ☐ EXEMPT (nonprofit) Exempt payee code if any _____ (see next page) ☐ ALL OTHERS NOTE: SSN is mandatory of all Individuals/Sole Proprietors by authority of CA Revenue and Taxation Code Section 18645 and CA Independent Contractor Reporting Section 1086.8		
TIN	Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals or sole proprietorship, this is your social security number (SSN). FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) SOCIAL SECURITY NUMBER OF OWNER OWNER'S FULL NAME (Print) First Middle initial Last		
5	PAYEE RESIDENCY STATUS ☐ California Resident – Qualified to do business in California or maintains a permanent place of business in California. If California Resident and P.O. Box provided in "3" above, provide physical California address: ☐ California Nonresident – Payments to nonresidents for services may be subject to State income tax withholding. (See Nonresident Withholding on next page) ☐ No Services performed in California ☐ Copy of Franchise Tax Board waiver of State withholding attached CALIFORNIA SELLER'S PERMIT NUMBER – If applicable 		NOTE: (SEE NEXT PAGE)
6	CERTIFYING SIGNATURE Under penalty of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number, and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest of dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a United States person (including a United States resident alien), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Exemption from FATCA reporting code (if any) _____ (see next page). AUTHORIZED PAYEE REPRESENTATIVE'S NAME & TITLE (Type or Print) E-MAIL ADDRESS SIGNATURE OF U.S. PERSON DATE TELEPHONE NUMBER		

(REV November 2013)

700 H Street, Room 3650 • Sacramento, CA 95814 • Phone (916) 874-7411 • Fax (916) 874-6182 • email: W9@sacounty.net

County of Sacramento

County of Sacramento
Payee Data Record
(REV November 2013)

PURPOSE OF FORM

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you for real estate transaction.

ARE YOU A RESIDENT OR A NONRESIDENT?

Each corporation, individual sole proprietor, partnership, estate or trust doing business with the County of Sacramento must indicate their residency status along with their taxpayer identification number.

A corporation will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For individual sole proprietorship, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose on any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a partnership is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate, if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

From within the United States, call.....1-800-852-6711
From outside the United States, call.....1-916-845-6800
For hearing impaired with TDD, call.....1-800-822-6268

EXEMPTIONS

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemption box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code on page 3 of IRS Form W-9 (Rev. 8-2013) for the codes.

ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident payees, including corporations, individuals, partnerships, estates, and trusts, are subject to withholding. Nonresident payees performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or waived by sending a completed form FRB 586 to the address below. A waiver will generally be granted when a payee has a history of filing California returns and making timely estimated payments. If the payee activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

State of California
Franchise Tax Board
Nonresident Withholding Section
Attention: State Agency Withholding Coordinator
P.O. Box 651 Sacramento, CA 95812-0651
Telephone: (916) 845-4800
FAX: (916) 845-4831

WEB SITE: www.ftb.ca.gov

If a reduced rate of withholding or waiver has been authorized by the Franchise Tax board, attach a copy to this form.

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The County of Sacramento requires that all parties entering into business transactions that may lead to payment(s) from the County must provide their valid Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18646 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109(a). The TIN for an individual and a sole proprietorship is the Social Security Number (SSN). The Internal Revenue Service (IRS) considers a TIN as incorrect if either the name or the number shown on an account does not match a name and number combination in their files or the files of the Social Security Administration (SSA). Section 3406 of the Internal Revenue Code requires that we withhold 28% in tax, called backup withholding, if the correct Payee name/TIN combination is not provided.

It is mandatory to furnish the information required. Federal law requires that payments for which the requested information is not provided be subject to a 28% withholding and state law imposes noncompliance penalties of up to \$20,000.

700 H Street, Room 3650 • Sacramento, CA 95814 • Phone (916) 874-7411 • Fax (916) 874-6182 • email: W9@saccounty.net

EXHIBIT "E"

SUPPLEMENTAL TERMS AND CONDITIONS

1. PRICING

1.1. ALL CATEGORIES

1.1.1. The Contractor's pricing shall be Free-on-Board (FOB) Destination, freight prepaid and assumed by the Contractor, and exclusive of all taxes or surcharges. Contractor shall provide firm, fixed margins, bobtail and delivery point differentials, and unit prices for the bulk fuel and related products listed in this solicitation for the initial contract period of three years from the date this bid is awarded, with the option to negotiate for an additional two years.

1.2. PROVISIONS SPECIFIC TO BULK GASOLINE AND DIESEL FUEL, #2 RED-DYED DIESEL FUEL

1.2.1. The contract pricing shall be based on two factors: the average Sacramento daily rack price reported by the Oil Price Information Service (OPIS) and the Contractor's margin (along with any applicable bobtail and delivery point differentials). The formula below outlines the contract price per gallon to be paid by the Participating Agencies.

OPIS "Rack Average" + Contractor's Margin = Total Price Per Gallon.

1.2.2. The Contractor's margin, including bobtail and delivery point differentials, shall represent purchases that are FOB Destination, freight prepaid and assumed by the Contractor to the Participating Agencies' delivery locations. The Contractor's margin and differentials shall be exclusive of all taxes and surcharges. Applicable taxes and surcharges shall be listed separately in the Contractor's response as well as on the resulting invoices. Some agencies are exempt from Federal Excise Tax for purchases of unleaded and diesel fuels. The Contractor shall be responsible to provide the Participating Agencies with any necessary exemption certificates to be completed prior to the award of the sub-agreement(s).

1.2.3. The Contractor shall be solely responsible for distributing an electronic copy (via email) of the daily OPIS report to each of the Participating Agencies. The daily OPIS report shall show at a minimum the daily average rack prices for the gasoline and diesel products specified herein for the Sacramento area.

2. ACCOUNT SET-UP AND PAYMENT INFORMATION

2.1. The Contractor shall establish and maintain individual accounts with unique

account numbers for each Participating Agency, and its departments and divisions at the time they execute a separate sub-agreement with the Contractor.

2.2. At a minimum, all invoices shall include the following information: the blanket purchase order number, customer account number (refer to Section 2.1 above), location of delivery, invoice number, invoice date (Month/Day/Year), date (Month/Day/Year) that fuel or related products were delivered, number of gallons delivered/dispensed or quantity of each product, Contractor's margin with differentials shown or unit price for each product with the extended amounts clearly shown, applicable discount for each product, and applicable sales tax and all other taxes/surcharges/fees. All invoices must include the name of the agency employee that placed the order. The Contractor must invoice each account separately. The Contractor shall not consolidate multiple accounts onto the same invoice or billing statement unless specifically requested by Participating Agency.

2.3. The Participating Agency shall pay the Contractor only the margins/pricing specified in the Contractor's response. Such amount will be due and payable upon receipt of an invoice by the Participating Agency with the appropriate information specified in Section 2.2, above. The Contractor shall provide a copy of the daily OPIS price information sheet for each order delivered with each billing statement. Participating Agencies will not accept or pay any emergency response premiums, administrative surcharge costs, or any other surcharges not identified in the Contractor's response. Charges imposed by the State of California or the Federal Government after the proposal has been awarded will be honored.

3. QUALITY ASSURANCE PROVISIONS

3.1. The Contractor shall provide traceability on all shipments back to the refinery or within five (5) business days upon request from the Participating Agency.

3.2. The Contractor shall ensure that all trucks, railcars, and vessels shall be drained, cleaned, and inspected prior to loading if the previous load contained other petroleum product(s) that would contaminate the desired fuel product.

4. PRODUCT LABELING AND EMERGENCY RESPONSE

4.1. Prior to the first delivery of product or fuel, the Contractor shall provide each Participating Agency with a Material Safety Data Sheet (MSDS) provided for each of the products awarded to the Contractor and all other chemicals intentionally added into the fuel including additives. The Contractor shall be responsible for immediately providing the Participating Agency with any updated or revised MSDS sheets throughout the term of the resulting agreement(s).

4.2. Twenty-four (24) hour emergency response must be provided by the Contractor. Prior to the first delivery, the Contractor shall provide each Participating Agency with a list of emergency contact persons and a 24-hour company

telephone number in the event that a fire or other event occurs and the Participating Agency is in need of telephone consultation regarding the Contractor's product(s).

4.3. The Contractor shall be responsible for any spills or other incidents involving its product(s) during delivery, up to and including the off-loading process, when the Contractor's product is transferred into the Participating Agency's fuel tank(s). The Contractor's drivers shall be fully trained by the Contractor in chemical safety.

5. SAFETY REQUIREMENTS

The Contractor agrees to perform all fuel dispensing and delivery tasks in such a manner as to meet all accepted standards for safe practices throughout the term of the contract and to safely maintain stored equipment, machines and materials or other hazards consequential or related to the work. The Contractor also agrees to accept the sole responsibility for complying with the supplemental terms and conditions specified herein as well as all local, County, State or other legal requirements at all times. These requirements may include but are not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL. O.S.H.A. Safety Orders so as to protect all persons, including Participating Agency employees, agents of the Participating Agency, vendors, members of the public and others from foreseeable injury, or damage to their property.

During performance and upon completion of services, the Contractor shall remove all unused equipment, supplies, instruments of service, all excess or hazardous material, trash, and legally dispose of them. The Contractor shall leave the Participating Agency's fuel tanks and fuel delivery location in a neat, clean, and acceptable condition to the Participating Agency's satisfaction.

6. INSURANCE REQUIREMENTS

The Contractor shall furnish evidence of insurance, including required endorsements, to each Participating Agency demonstrating proof of coverage in the amounts as specified in this Agreement, upon request. Each Participating Agency may require different coverage levels than specified in this Agreement, which will only apply to that agency.

THE PROOF OF INSURANCE SHALL INCLUDE A SEPARATE ENDORSEMENT FORM(S), AND SHALL INCLUDE THE GENERAL LIABILITY POLICY NUMBER. BLANKET ENDORSEMENT FORMS MAY BE REJECTED.

Failure to comply with the insurance and endorsement requirements may result in the termination of this Agreement. All costs of complying with the insurance AND endorsement requirements shall be included in Contractor's proposal pricing.

7. ALLOCATION

7.1. It is understood that the Contractor's obligation to perform is subject to modification and reduction in accordance with any federal, state or local government program governing the allocation of products by the seller, which may occur during the term of the contract. The Contractor shall take any necessary measures to

ensure delivery of sufficient quantities of fuel and related products to each of the Participating Agencies in accordance with said regulations.

7.2. In the event of such programs, the Participating Agencies reserve the right to terminate their respective sub-agreements on the effective date of the allocation program.

8. RECORDS

The Contractor shall maintain at all times complete, detailed records with regard to each Participating Agency's total number of purchases which can be filtered/sorted by agency department, product, delivery date, and delivery location.

9. LICENSES AND PERMITS

The Contractor will possess and keep in effect for the duration of the Contract any licenses and permits necessary to perform the contracted services. The Contractor shall be licensed to do business in the State of California.

EXHIBIT F
SPECIFICATIONS

1. GENERAL SPECIFICATIONS

1.1. The products listed in this Agreement shall meet all applicable Federal, State, and local government laws and environmental requirements and regulations, including but not limited to, the California Air Resources Board (CARB), the laws, regulations, and standards of the American Society of Testing and Materials, and fuel industries law, codes, requirements, standards, and guidelines currently in force and any of those put in force during the term of the resulting contract period(s). The products shall also conform with the State of California specifications (or applicable updates as they may apply). The Contractor(s) shall be responsible for ensuring that the products delivered to each Participating Agency comply with all such laws, regulations, and requirements.

1.2. The Contractor may elect to purchase fuel from major refineries or other reliable sources in order to obtain the lowest available prices. It shall be the Contractor's sole responsibility to manage purchases from its sources so as not to jeopardize its ability to supply fuel to the Participating Agencies.

2. SPECIFICATIONS FOR UNLEADED REGULAR GASOLINE

2.1. Unleaded regular gasoline fuel must be a volatile mixture of liquid hydrocarbons containing small amounts of additives, suitable for use as fuel with spark-ignition, internal combustion engines. The fuel shall conform to California Code of Regulations (CCR) Title 4, Division 9, Chapter 6, Article 5, Section 4140.

2.2. Unleaded regular gasoline fuel shall also meet the requirements of CCR, Title 13, Division 3, Chapter 5, Article 1. Evidence of such facts shall be available to all Participating Agencies in the form of a letter certifying such compliance and signed by a responsible official of the proposer's company to supply this fuel to the Participating Agency.

2.3. Unleaded regular gasoline shall have a minimum Anti-Knock Index of 87 unless otherwise specified herein.

2.4. The finished fuel shall be visually free of un-dissolved water, sediment, suspended matter, and it shall be clear and bright at the ambient temperature or 21°C (70°F), whichever is higher.

2.5. STORAGE LIFE: The fuel shall not deteriorate in ordinary storage and shall not form excessive gum, resin, or deposits.

3. SPECIFICATIONS FOR DIESEL FUEL

3.1. Diesel fuel must be suitable for on-highway use.

3.2. Diesel fuel must be suitable for use in diesel engines operating in industrial and heavy mobile (vehicle) service. The fuel shall conform to California Code of Regulations (CCR) Title 4, Division 9, Chapter 6, Article 5, Section 4143.

3.3. Diesel fuel shall also meet the requirements of CCR, Title 13, Division 3, Chapter 5, Article 2, Section 2281 (sulfur content) and Section 2282 (aromatic hydrocarbon). Alternative diesel formulations must be certified by CARB. Evidence of such facts shall be available to all Participating Agencies in the form of a letter certifying such compliance and signed by a responsible official of the Contractor's company to supply this fuel to the Participating Agency.

3.4. Diesel fuel shall have a minimum Ctrain rating of 53 unless otherwise specified herein.

3.5. The finished fuel shall be visually free of un-dissolved water, sediment, and suspended matter.

3.6. STORAGE LIFE: The fuel shall not deteriorate in ordinary storage and shall not form excessive gum, resin, or deposits.

4. SPECIFICATIONS FOR ETHANOL E-85 FUEL

4.1. Ethanol E-85 fuel covers a fuel blend, nominally 85 volume % denatured fuel ethanol and nominally 15 volume % hydrocarbons for use in ground vehicles with automotive spark-ignition engines.

4.2. Ethanol E-85 fuel shall meet the CARB requirements of CCR Title 13, Division 3, Chapter 5, Article 3, Section 2292.4, Specifications for E-85 Fuel Ethanol, or the Contractor shall obtain a test program exemption from the California fuel specifications for E-85 from CARB.

4.3. STORAGE LIFE: The fuel shall not deteriorate in ordinary storage and shall not form excessive gum, resin, or deposits.

5. SPECIFICATIONS FOR AUTOMOTIVE OIL AND LUBRICATION PRODUCTS

5.1. All automotive oil and lubrication products offered by proposers shall meet the American Petroleum Institute (API) Service CH-4, CG-4, CF-4, CF/SJ ratings, unless otherwise noted, and be rated for both diesel and gasoline engines with or without turbochargers.

EXHIBIT G

FORM OF PARTICIPATING AGENCY SUB AGREEMENT

FUEL PROCUREMENT SUB-AGREEMENT

between

Hunt & Sons, Inc. and Participating Agency

THIS FUEL PROCUREMENT AGREEMENT (the "Agreement"), is made and entered into this ____ day of ____, 20__, by and between the *Insert Name of Participating Agency*, a *describe form of entity* (hereinafter "Participating Agency"), and *Hunt & Sons, Inc.*, a California Corporation (the "Contractor").

RECITALS:

A. The Sacramento Area Council of Governments ("SACOG") has entered into a Standard Agreement with Contractor, dated October 1st, 2014 to provide various forms of fuel products to certain participating SACOG member agencies and other eligible entities (the "SACOG Agreement"); and

B. The Participating Agency desires to purchase fuel products from Contractor pursuant to the terms and conditions set forth below.

AGREEMENT:

NOW, THEREFORE, the parties agree as follows:

1. The provisions of the 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 the Participating Agency.

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 are estimates only and do not bind the Participating Agency to purchase that amount of fuel products.

3. The Participating Agency shall pay Contractor in arrears for fuel delivered in accordance with the rate schedule set forth in Exhibit A. Payments shall be made pursuant to the payment provisions set forth in the SACOG Agreement.

4. Contractor shall obtain and maintain the insurance required under Section 15 of the SACOG Agreement and shall cause the Participating Agency to be named as an additional insured thereunder. *If the Participating Agency has different insurance requirements, they should be inserted here in place of the foregoing text.*

5. *Insert any other special terms and conditions.*

6. The Participating Agency 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

PARTICIPATING AGENCY:

Name, Title

CONTRACTOR COMPANY: Hunt & Sons, Inc.

Joshua M. Hunt General Manager
Name, Title

EXHIBIT A

Form of Sub-Agreement Scope of Work

1. Fueling Networks/Cardlock [select whether to participate in cardlock, and which networks, needs]
 - a. Access to the following fueling networks:
 - i. Pacific Pride
 1. [quantity] Vehicle Cards
 2. [quantity] Bulk Fuel Cards
 - ii. CFN
 1. [quantity] Vehicle Cards
 2. [quantity] Bulk Fuel Cards
 - b. Estimated cardlock usage: [in gallons]
2. Delivered Fuel [attach estimated usage, delivery differential, bidder's margin, taxes, etc.]
 - a. Delivery options [choose one]
 - i. "keep full"
 - ii. Request/hold based on market prices