

**COUNTYWIDE SERVICE AGREEMENT BETWEEN
COUNTY OF MONTEREY
AND
MONTEREY TRANSFER & STORAGE, INC.
COUNTYWIDE MOVING & RELOCATION SERVICES**

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”, and MONTEREY TRANSFER & STORAGE, INC., hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, County has accepted proposals to provide Countywide Moving & Relocation Services for the County of Monterey, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

- 1.1 After consideration and evaluation of the CONTRACTOR’s proposal, the County hereby engages CONTRACTOR to provide the services set forth in this AGREEMENT on the terms and conditions contained herein. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. This AGREEMENT is based on the following supporting documents:

AGREEMENT

DATED, 1/1/2026, including all attachments and exhibits, and
CONTRACTOR’s Proposal dated 8/28/25.

- 1.2 These documents are on file with the Contracts & Procurement Office.
- 1.3 All of the above-referenced documents are intended to be complementary. Work required by one of the above-referenced documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, CONTRACTOR’s Proposal, including all attachments and exhibits 1.
- 1.4 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR’s agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this

AGREEMENT and are not employees of the County, or immediate family of an employee of the County.

- 1.5 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

1.5.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.

- 1.6 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

2.0 SCOPE OF WORK/SERVICE

- 2.1 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A, Exhibit B and Exhibit C** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows: Provide Countywide Moving & Relocation Services to the COUNTY in accordance to outlined in all written submitted proposals hereto as part of the AGREEMENT.

- 2.2 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: PRICING SHEET (Section 28.0)

Exhibit B: SCOPE OF SERVICES (Section 28.0)

Exhibit C: Incorporation of Request for Proposals (RFP) #10958 and Statement of Proposal Documents, attached to and made part of this Agreement. (Section 28.0)

3.0 PRICING AND BILLING

- 3.1 It is mutually understood and agreed by both parties that the County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Section 28.0 Pricing (Exhibit A)**, subject to the limitations set forth in this Agreement.

3.1.1 Prices shall remain firm for the term of this Agreement.

3.1.2 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of Agreement.

- 3.1.3 Rate changes are not binding unless mutually agreed upon in writing by the County and CONTRACTOR.
- 3.2 County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 3.3 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 3.4 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this Agreement without first obtaining approval from County in writing.
- 3.5 Tax:
- 3.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
- 3.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

4.0 TERM OF AGREEMENT

- 4.1 The term of the AGREEMENT(s) will be for a period of three (3) years from **January 1, 2026, to December 31, 2028**, with the option to extend the AGREEMENT for one (1) additional two (2) year periods, for a total not to exceed a maximum five-(5) year Agreement, unless sooner terminated pursuant to the terms of this Agreement.
- 4.1.1 County reserves the option to renew or extend this AGREEMENT.
- 4.1.2 County is not required to state a reason if it elects not to renew.
- 4.2 This Agreement is of no force or effect until signed by both CONTRACTOR and County with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
- 4.3 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing.
- 4.3.1 CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 4.3.2 Both parties shall agree upon rate extension(s) or changes in writing.
- 4.3.3 CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:
- 4.3.3.1 CONTRACTOR shall maintain all license and security requirements as set forth in Section 7.0.

- 4.4 County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

5.0 INVOICES AND PURCHASE ORDERS

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the County department requesting services.
- 5.2 CONTRACTOR shall reference the RFP number on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 5.3 Invoicing by CONTRACTOR will clearly itemize the following:
- 5.3.1 The County Department receiving services,
 - 5.3.2 The purchase order number under which the invoice is to be charged,
 - 5.3.3 The services provided,
 - 5.3.4 Dates of services,
 - 5.3.5 An itemization of other reimbursable expenses approved by the County in writing, as applicable.
- 5.4 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.5 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County.

6.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents, and subcontractors.

7.0 INSURANCE/SECURITY REQUIREMENTS

7.1 Evidence of Coverage:

7.1.1 Prior to commencement of an AGREEMENT, CONTRACTOR shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or policies.

7.1.1.1 CONTRACTOR, prior to commencement of this AGREEMENT, shall provide to County, a “Certificate of Insurance” showing the coverages, limits and endorsements set forth below for all CONTRACTOR’S SUBCONTRACTORS certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

7.1.2 This verification of coverage shall be sent to the County’s Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a “Notice to Proceed” with the work under an AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

7.1.2.1 CONTRACTOR SHALL PROVIDE TO COUNTY ANNUALLY A CURRENT COPY OF ALL CONTRACTOR’S SUBCONTRACTOR CERTIFICATE OF INSURANCE WITHIN 15 DAYS OF EXPIRATION OF CERTIFICATE.

7.1.2.2 CONTRACTOR SHALL PROVIDE TO COUNTY A CURRENT COPY OF ALL CONTRACTOR’S SUBCONTRACTOR CERTIFICATES OF INSURANCE WITHIN 15 DAYS OF CHANGE.

7.2 Qualifying Insurers:

All coverages, except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than VII, according to the current A.M. Best’s Rating Guide or a company of equal financial stability that is approved by County’s Purchasing Officer.

7.3 Insurance Coverage Requirements:

13.3.1 Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in aggregate.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of an AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made while rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of an AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of an AGREEMENT.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

7.4 Other Insurance Requirements:

7.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by an AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under an AGREEMENT.

7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and

Contractor shall ensure that County is an additional insured on insurance required from subcontractor.

7.4.3 Additional Insured Status

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

- 7.4.4 Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

7.5 Security Requirements

- 7.5.1 CONTRACTOR shall ensure it holds the insurance and required licenses under both, State and local jurisdictions and they remain current during the full term of the AGREEMENT.

- 7.5.2 CONTRACTOR is required to ensure that all services, costs, and materials must, at

minimum, meet the specifications for State of California, California State Contractors License Board, and CAL/OSHA regulations, as applicable.

7.5.3 CONTRACTOR shall be required to submit appropriate State and Federal level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to, Sheriff facilities and facilities where children, elderly, and dependent adults are present.

7.5.3.1 A California licensed Investigator must perform the required State and Federal level criminal background check(s) which must then be submitted to the County prior to the personnel being allowed to work within such County facilities.

7.5.3.1.1 Some County facilities require, California Law Enforcement Telecommunications System (CLETS) clearance.

7.5.3.2 Criminal background checks will be accepted from CONTRACTOR if: performed within the last five (5) years background check was performed as set forth in this Section 7.0.

7.5.3.3 The required background checks SHALL be completed prior to allowing the personnel to work within any of the Sheriff's facilities.

7.5.3.4 CONTRACTOR is responsible for the cost of the State level criminal background Checks.

8.0 RECORDS AND CONFIDENTIALITY

8.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

8.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.

8.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.

8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services

provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

- 8.5 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for COUNTY will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify COUNTY in accordance with the Notices Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT.

9.0 NON-DISCRIMINATION

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

10.0 PERFORMANCE STANDARDS

- 10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. Neither CONTRACTOR nor CONTRACTOR's employees shall be entitled to any employee benefits from Monterey County. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with its own organization or per a consortium.
- 10.3 Non-Assignment: CONTRACTOR shall not assign this Agreement, or the work required herein without the prior written consent of County.
- 10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in this AGREEMENT.

11.0 CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing COUNTY services hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of COUNTY.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.
- 12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

13.0 PREVAILING WAGE

Under Labor Code sections 1720 et seq., a contract for Electrician services may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

14.0 BACKGROUND CHECKS

- 14.1 CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to the Monterey County Sheriff's Office, Probation Department, 911 Center, and District Attorney's Office.
 - 14.1.1 A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to County prior to the personnel being allowed to work within such County facilities.

14.1.2 CONTRACTOR is responsible for the cost of the State level criminal background check(s).

14.1.3 EXCEPTION: Personnel who are designated to provide services at any of the Sheriff's facilities are required to undergo fingerprinting and background checks through the Sheriff's main office, at no cost to CONTRACTOR.

14.2 The required background checks SHALL be completed prior to allowing the personnel to work within any of the limited access facilities.

15.0 TIME OF ESSENCE

Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

16.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH

16.1 Assurance of Performance: If at any time County believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If County accepts the plan it shall issue a signed waiver.

16.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of service or offers for service that do not meet specifications shall be made at the expense of CONTRACTOR.

18.0 WARRANTY BY CONTRACTOR

CONTRACTOR shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the COUNTY. CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

19.0 ACCESSIBILITY

CONTRACTOR shall inform himself/herself/itself regarding any peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under the AGREEMENT. CONTRACTOR shall exercise due and particular caution to determine that all parts of CONTRACTORs work are made quickly and easily accessible.

20.0 CLEANUP

- 20.1 Cleanup: During performance and completion of work on this project CONTRACTOR shall remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same. CONTRACTOR shall leave entire area in a neat, clean and acceptable condition as approved by County.
- 20.2 Waste Removal: Once the collection of waste materials has commenced, CONTRACTOR has exercised control of and taken possession of the waste, and the assumption of risk and liability is solely with CONTRACTOR. County shall not take responsibility for the accidental or purposeful discharge or release of any waste material.

21.0 DAMAGES

CONTRACTOR shall be held responsible for any breakage, loss of County's equipment or supplies through negligence of CONTRACTOR or any employee of the CONTRACTOR while working on County's premises. CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. CONTRACTOR shall immediately report to County any damages to the premises resulting from services performed under this AGREEMENT.

22.0 FORCE MAJEURE

- 22.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.
- 22.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for

damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.

- 22.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

23.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:
County of Monterey
Contracts & Procurement Office
1488 Schilling Place
Salinas, CA 93901
Tel. No.: (831) 755-4990
Fax No.: (831) 755-4969

TO CONTRACTOR:
Monterey Transfer & Storage, Inc.
Derek Lundquist
414 West Market Street
Salinas, CA 93901
Tel. No.: (831) 753-5358
dlundquist@montereytransfer.com

24.0 LEGAL DISPUTES

- 24.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 24.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 24.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 24.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

25.0 HAZARDOUS MATERIALS

HAZARDOUS MATERIALS: Transportation of any hazardous materials to County must be done so in conformance with Superfund Amendments and Reauthorization Act Title 3 as amended. Appropriate documentation must be provided in a Material Safety Data Sheet (MSDS) and other documentation as necessary

relating to the traits, characteristics, and pervasive properties of any hazardous materials shipped to the County of Monterey. The shipper understands that County shall not accept any shipment of hazardous materials without complete documentation and safety information as required by law. County shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material. County does not take responsibility for the improper packaging and/or transportation of any hazardous materials ordered by County while in transit or storage prior to service and acceptance by County. (ONLY IF NEEDED)

26.0 PROTECTION OF PUBLIC

CONTRACTOR shall provide adequate warning devices, barricades, guards, flagmen, or other necessary precautions shall be taken by CONTRACTOR to give advice and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area(s) affected by this AGREEMENT.
(ONLY IF NEEDED)

27.0 CONSENT TO USE OF ELECTRONIC SIGNATURES

27.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 *et. seq.*, California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

27.2 Counterparts.

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

27.3 Form: Delivery by E-Mail or Facsimile.

Executed counterparts of this Agreement may be delivered by facsimile transmission by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect if the manually signed counterpart or counterparts had been delivered to the other party in person.

28.0 PRICING/ SCOPE OF SERVICES/ INCORPORATION OF RFP #10958 AND STATEMENT OF PROPOSAL DOCUMENTS

EXHIBIT A PRICE SCHEDULE

CONTRACTOR agrees to provide Countywide Moving & Relocation Services to awarded locations as requested by the COUNTY Department Administrator.

ITEM	DESCRIPTION	UNIT PRICE	
A-1	Labor Costs (per hour, per person)	\$ 60.00 per man per hour	\$ 60 . 00
A-2	Truck Charge	\$ 45.00 per truck per hour	\$ 45 . 00
A-3	Van Charge	\$ 165.00 per hour van/truck with 2 men	\$ 165 . 00
A-4	Overtime Charge (Hourly)	\$ 247.50 per hour van/truck with 2 men	\$ 247 . 50
A-5	Minimum Charge	2 hour minimum OR \$ 330.00 minimum	\$ 330 . 00

MATERIALS	PRICE
2 PIECE file or Banker Boxes	\$ 3.00
1.5 cu carton	\$ 3.00
3.0 cu carton	\$ 4.00
4.5 cu carton	\$ 5.00
6.0 cu carton	\$ 6.00
5.0 cu (dish pack) carton	\$ 11.00
Glass pack / Mirror carton	\$ 11.00
Crating	\$ N/A
Machine or Library Cart Rental	\$ 4.00 / 15.00 PER WEEK

MATERIALS	PRICE
Reuseable Plastic Crates	\$1.00/day or \$5.00/week

-- End of Exhibit A & Section 28 Pricing--

EXHIBIT B SCOPE OF SERVICES

(As listed within RFP #10958)

The qualifications and ability of the CONTRACTOR and staff to perform a relocation project is one of the key factors in the selection and award of each project.

- 2.3 CONTRACTOR: Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent (50%) of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.
- 2.4 SCHEMATIC MOVE PLAN:
- 2.4.1 CONTRACTOR shall be able to indicate the quantities of other equipment owned by its company that may be used for a relocation project (i.e., 4-wheel dollies, machine carts, etc.).
 - 2.4.2 CONTRACTOR shall specify or describe methods recommended for handling office equipment, personal computers, computer file servers, library material, confidential file material, and similar sensitive items.
 - 2.4.3 CONTRACTOR shall specify or describe, during the moves, how CONTRACTOR will handle communications between its staff separated at the origin and destination (floor to floor and building to building).
 - 2.4.4 CONTRACTOR shall specify or describe how they will handle communications between its staff and a designated County point of contact.
 - 2.4.5 CONTRACTOR shall describe procedures, policies, and methods in case of any claim for loss or damage to property or cargo in its care.
 - 2.4.6 CONTRACTOR shall specify or describe what security measures its firm proposes to take during the moves.
 - 2.4.7 CONTRACTOR shall include an overview of how they plan to perform a relocation effort. This overview must be submitted prior to the move commencing and the overview shall be limited to two (2) pages.
- 2.5 STAFFING AND EQUIPMENT:
- 2.5.1 CONTRACTOR shall provide trained staff and all necessary equipment to conduct an efficient, safe and timely move.
 - 2.5.2 Should any employee of CONTRACTOR's be objectionable to the County for reasons of safety, conduct, or security, CONTRACTOR shall remove that individual from the job immediately upon request of the move coordinator. All charges by CONTRACTOR for services by that individual will cease when the person is removed from the project. CONTRACTOR shall incur all costs associated to replace any removed staff member.
 - 2.5.3 CONTRACTOR shall designate a Project Manager for the full term of each project to coordinate planning activities and communications with the County or a designated staff member. CONTRACTOR shall also designate a full-time supervisor to coordinate the activities of each move event and each location. The Project Manager and Supervisor may be the same person as long as they are always on-site.
 - 2.5.4 CONTRACTOR's entire staff shall be outfitted in a company uniform (if applicable) and shall wear a nametag when present at any of the County locations during the relocation process.

- 2.5.5 CONTRACTOR shall provide all of the equipment necessary to maintain communications between CONTRACTOR's own staff at origin and destination, as well as with a County designated move coordinator during each move.
 - 2.5.6 All equipment provided for moving County property (dollies, carts, etc.) must have non-floor marking hard gray rubber or pneumatic wheels and must be free of grease and dirt. All equipment is subject to inspection prior to being placed in service. All carts used for transporting equipment, personal computers, and other sensitive items, are to be padded.
 - 2.5.7 CONTRACTOR shall provide sufficient straps for restraining truckloads of sensitive equipment strapped to the walls of their vehicles. CONTRACTOR shall be responsible for all damage to any buildings and goods as a result of CONTRACTOR's moving services.
 - 2.5.8 County requires that the successful CONTRACTOR maintain on site a full-time supervisor for each phase of a relocation project. The supervisor shall be the main contact between provider and the County. The County may designate a department point of contact for each different relocation project.
- 2.6 SAFETY AND HEALTH: CONTRACTOR agrees to comply with all conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended from time to time, and, if it has a work-place within the State of California, all applicable standards and regulations issued thereunder. CONTRACTOR certifies (CAL OSHA CCR T-8) that all items furnished and purchased under this order will conform to and complies with said standards and regulations.
- 2.7 RECORDS: CONTRACTOR shall retain all records relating to this contract for a period of three (3) years following the date of final payment, or completion of the contract. Any authorized representative of the County shall have access to and right to copy, examine, audit, excerpt, and transcribe all said records within a reasonable time of such request.
- 2.8 PLANNING ACTIVITIES:
- 2.8.1 CONTRACTOR shall attend coordination meetings with County staff, and other designated persons, for refining schedules, procedures, and resources. CONTRACTOR under guidance of a County representative, must tour each move origin and destination to be made aware of all relevant sites, building and occupant opportunities, limitations affecting the move prior to commencing any work.
 - 2.8.2 CONTRACTOR shall perform a tour of the relocating move origin approximately two (2) weeks prior to each move event to assure that the County is aware of their responsibilities and that all move preparations are proceeding correctly.
 - 2.8.3 CONTRACTOR shall be familiar with the conditions at the move origins and destinations prior to each move event so that the proper equipment, supplies and labor are provided for an orderly, timely, and efficient move of County property.
 - 2.8.4 CONTRACTOR shall at its own cost and expense, obtain all necessary permits and comply with the requirements of the County of Monterey and other jurisdictions having authority over any move activity for the transportation of County property.
 - 2.8.5 CONTRACTOR shall work closely with each move coordinator, Facilities and Construction Management, Information Systems Division, or designated County staff member responsible for sensitive equipment and property, to plan the method of packing and unpacking, and transport of those items.

2.9 MOVE ACTIVITIES:

- 2.9.1 CONTRACTOR, upon request, shall provide training to County staff on how to pack facility equipment, office supplies and other equipment. The training, if required by the County, shall take place prior to the first phase of each move.
- 2.9.2 CONTRACTOR shall supervise and coordinate CONTRACTOR(s) own staff at all times during the move(s).
- 2.9.3 CONTRACTOR shall, at its own cost and expense, install building protection at each destination (for floors, corners, doors, door jams, and painted surfaces), and at the origin as appropriate, in a manner acceptable to the move coordinator in advance of each move event. Such protections shall be removed at the conclusion of each move.
- 2.9.4 CONTRACTOR shall provide all care necessary for the move of sensitive equipment, personal computers, and other technical equipment and property to eliminate avoidable loss or breakage due to moving and relocation activities. All computers will be disconnected by the County and relocated by CONTRACTOR, ensuring minimum amount of downtime.
- 2.9.5 CONTRACTOR's personnel shall arrive on the scheduled day, at the designated time, and will relocate specific offices or work units as scheduled. All offices or work units picked up on a given day must be relocated and setup on that same day.
- 2.9.6 CONTRACTOR's personnel will work with a designated County representative for the proper placement of all relocated office equipment, furniture, equipment, computer equipment, files, and office supplies.
- 2.9.7 CONTRACTOR shall coordinate with all vendor representatives designated by the County for additional in-service meetings and calibrations relating to the relocation of furniture and equipment in temporary and permanent locations.

2.10 PACKING/UNPACKING:

- 2.10.1 CONTRACTOR shall place designated library and file/shelf areas into library or machine carts for transport to the destination and then place them back onto shelving or other equipment in proper designated order. Files, books, and other materials are to be placed in their new location for the morning following each move or at a reasonable alternate date acceptable to the move coordinator or designated County staff member.
- 2.10.2 CONTRACTOR shall assist in the packing of equipment, library, and file/shelf areas, as directed by the move coordinator or designated County staff member.
- 2.11.3 Freestanding furniture, chairs, bookcases, etc., varies by manufacturer. It is expected that CONTRACTOR will disassemble as required (i.e., desks with returns), pack, transport, and relocate all furniture.
- 2.11.4 CONTRACTOR shall provide required packing materials (cartons, newsprint, bubble wrap, etc.) when requested by the move coordinator, or designated County staff member, and redistribute used materials to later move phases as appropriate. Materials not reusable are to be disposed of by the CONTRACTOR in a manner acceptable to County.
- 2.11.5 CONTRACTOR shall clean up and dispose of all related debris off-site at its own cost and expense at the conclusion of each move.

- 2.11 CAPITAL EQUIPMENT PROPERTY ACCOUNTING IDENTIFICATION SERVICES: CONTRACTOR shall provide the necessary assistance to ascertain, record and inventory all office equipment, furniture, computer equipment, and supplies to be moved. This does not include personal employee items. CONTRACTOR will use established County property accounting procedures during all move events. County will supply the CONTRACTOR with necessary procedures and tags as required.

2.12 TRANSPORT:

- 2.12.1 The interiors of all vehicles used for the moves will be thoroughly cleaned by CONTRACTOR prior to the beginning of each move event. All property must be moved in closed vans or trailers and locked during transit. During loading and unloading, all property shall be protected against inclement weather.
 - 2.12.2 Each driver shall have all licenses and permits necessary for the transportation of property.
 - 2.12.3 CONTRACTOR proposal shall indicate whether CONTRACTOR has the capability of transporting hazardous materials or will subcontract this requirement to another transportation company and if so, that company's name and qualifications.
 - 2.12.4 CONTRACTOR shall use elevators in a manner sensitive to the continuing use of County activities. This may require a move to take place during evenings or as can be integrated with the daily operations of County facilities. There may be other materials and equipment in transit using elevators, corridors and loading areas for which CONTRACTOR has no obligation while performing its services.
- 2.13 SUB-CONTRACTING: County reserves the right to approve the selection of any subcontractor retained by CONTRACTOR, should CONTRACTOR desire to retain a subcontractor, for certain requested move related activities for which CONTRACTOR does not have the expertise or the staff to accomplish the required activity.
- 2.14 MISCELLANEOUS:
- 2.15.1 It is expected that CONTRACTOR will pack and transport all office equipment such as computers, peripherals, and typewriters, and set up in the relocated area. Computers will be packed by County but transported and received to each work location by CONTRACTOR.
 - 2.15.2 The proposal must identify the address of the company from which the work will be performed and any additional information about its operation, organization, and/or history, which will distinguish it in our evaluation of the proposal received.

-- End of Exhibit B--

**EXHIBIT C INCORPORATION OF RFP #10958 AND
STATEMENT OF PROPOSAL DOCUMENTS**

The County invited submittals for Request for Proposals (RFP) through RFP #10958, COUNTYWIDE MOVING & RELOCATION SERVICES. MONTEREY TRANSFER & STORAGE, INC. submitted a responsive and responsible proposal to perform the services listed in RFP #10958.

RFP #10958 and the Proposal submitted by MONTEREY TRANSFER & STORAGE, INC. is hereby incorporated into the Agreement by this reference.

-- End of Exhibit C --

29.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

By: _____

Department Head (if applicable)

Date: _____

By: _____

Board of Supervisors (if applicable)

Date: _____

Approved as to Form

County Counsel Susan K. Blitch,

County Counsel

By: _____

Shane Eben Strong

Date: _____

11/26/2025 | 10:49 AM PST

Approved as to Fiscal Provisions

By: _____

Patricia Ruiz

Date: _____

11/26/2025 | 11:00 AM PST

Approved as to Liability Provisions

Office of the County Counsel-Risk Management

By: _____

David Bolton Risk Manager

Date: _____

CONTRACTOR

MONTEREY TRANSFER & STORAGE, INC

By: _____
DocuSigned by:
Derek Lundquist, President
28D6C80A594B49E...
 (Signature of Chair, President, or Vice-President) *

DEREK LUNDQUIST, PRESIDENT

Date: 11/21/2025 | 11:19 AM PST

By: _____
DocuSigned by:
[Signature]
28D6C80A594B49E...

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) *
DEREK LUNDQUIST, CFO

Date: 11/24/2025 | 12:09 PM PST

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

¹ Approval by the Office of the County Counsel is required.

² Approval by Auditor-Controller is required.

³ Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.