

## **AGREEMENT BETWEEN COUNTY OF MONTEREY AND MONTEREY TRANSFER & STORAGE, INC.**

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 invited proposals through the Request for Proposals (RFP #10507) for Moving & Relocation Services, 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 RFP #10507 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10507. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. This AGREEMENT is based on the following supporting documents:

**AGREEMENT**

Exhibit A: Price Schedule

RFP #10507 dated November 20, 2014, including all attachments and exhibits

Addendum #1

CONTRACTOR'S Proposal dated February 9, 2015.

- 1.2 These documents are on file with the Contracts/Purchasing Division.
- 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, Exhibit A: Price Schedule, RFP #10507, Addendum #1, CONTRACTOR'S Proposal, including all attachments and exhibits.

- 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 SERVICE**

### **2.1 SCHEMATIC MOVE PLAN**

- 2.1.1 CONTRACTOR shall 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.).
- 2.1.2 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.
- 2.1.3 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).
- 2.1.4 CONTRACTOR shall specify or describe how they will handle communications between its staff and a designated County point of contact.
- 2.1.5 CONTRACTOR shall describe procedures, policies, and methods in case of any claim for loss or damage to property or cargo in its care.
- 2.1.6 CONTRACTOR shall specify or describe what security measures its firm proposes to take during the moves.
- 2.1.7 CONTRACTOR shall provide the County with an overview of how they plan to perform a relocation effort, prior to the move commencing.

2.1.7.1 The overview shall be limited to two (2) pages.

## **2.2 STAFFING AND EQUIPMENT**

- 2.2.1 CONTRACTOR shall provide trained staff and all necessary equipment to conduct an efficient, safe and timely move.
- 2.2.2 CONTRACTOR shall remove an individual(s) from a relocation/move project immediately upon request of the move coordinator should any employee of CONTRACTOR's be objectionable to the County for reasons of safety, conduct, or security.
- 2.2.2.1 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.
- 2.2.3 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.
- 2.2.4 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.
- 2.2.5 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.
- 2.2.5.1 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.
- 2.2.5.2 All equipment is subject to inspection prior to being placed in service.
- 2.2.5.3 All carts used for transporting equipment, personal computers, and other sensitive items, are to be padded.
- 2.2.7 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.
- 2.2.8 CONTRACTOR shall 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.

## **2.3 SAFETY AND HEALTH**

- 2.3.1 CONTRACTOR shall 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.

## **2.4 RECORDS**

2.4.1 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.

## **2.5 PLANNING ACTIVITIES**

2.5.1 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, shall 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.

2.5.2 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.

2.5.3 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.

2.5.4 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.

2.5.5 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.

## **2.6 MOVE ACTIVITIES**

2.6.1 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.

2.6.2 CONTRACTOR shall supervise and coordinate CONTRACTOR's own staff at all times during the move(s).

2.6.3 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.

2.6.4 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.

2.6.4.1 All computers will be disconnected by the County and relocated by CONTRACTOR, ensuring minimum amount of downtime.

- 2.6.5 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.
- 2.6.6 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.
- 2.6.7 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.
- 2.7 PACKING/UNPACKING**
- 2.7.1 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.
- 2.7.2 CONTRACTOR shall assist in the packing of equipment, library, and file/shelf areas, as directed by the move coordinator or designated County staff member.
- 2.7.3 Freestanding furniture, chairs, bookcases, etc., varies by manufacturer. CONTRACTOR shall disassemble as required (i.e., desks with returns), pack, transport, and relocate all furniture.
- 2.7.4 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. CONTRACTOR shall dispose all non-reusable materials in a manner acceptable to County.
- 2.7.5 CONTRACTOR shall clean up and dispose of all related debris off-site at its own cost and expense at the conclusion of each move.
- 2.8 CAPITAL EQUIPMENT PROPERTY ACCOUNTING IDENTIFICATION SERVICES**
- 2.8.1 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.
- 2.8.2 CONTRACTOR shall use established County property accounting procedures during all move events.
- 2.8.2.1 County will supply the CONTRACTOR with necessary procedures and tags as required.
- 2.9 TRANSPORT**
- 2.9.1 CONTRACTOR shall ensure that the interiors of all vehicles used for the moves are thoroughly cleaned prior to the beginning of each move event.

- 2.9.1.1 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.
  - 2.9.2 Drivers shall have all licenses and permits necessary for the transportation of property.
  - 2.9.3 CONTRACTOR shall communicate to County prior to each move project 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.
  - 2.9.4 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.
- 2.10 SUB-CONTRACTING**
- 2.10.1 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.
- 2.11 MISCELLANEOUS**
- 2.11.1 CONTRACTOR shall 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.

## **3.0 TERM OF AGREEMENT**

- 3.1 The initial term shall commence upon execution of this AGREEMENT and will be for a period of three (3) years with the option to extend the AGREEMENT for two (2) optional one (1) year periods.
  - 3.1.1 County is not required to state a reason if it elects not to renew.
- 3.2 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. CONTRACTOR must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the Agreement.
- 3.3 County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

## 4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- 4.2 County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.3 Rates shall remain firm for the initial three (3) year term of this Agreement. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 4.4 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.
- 4.5 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.
- 4.6 Tax:
- 4.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
- 4.6.2 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.

## 5.0 INVOICES AND PURCHASE ORDERS

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the County department that is requesting services.
- 5.2 CONTRACTOR shall reference RFP #10507 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 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).
- 5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included in the AGREEMENT must be approved by County in writing via an Amendment.

## 6.0 STANDARD INDEMNIFICATION

- 6.1 CONTRACTOR shall indemnify, defend, and hold harmless 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 CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of 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 REQUIREMENTS

- 7.1 Evidence of Coverage:
- 7.1.1 Prior to commencement of this 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.
- 7.1.2 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 this 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.
- 7.2 Qualifying Insurers: All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less



than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

**7.3 Insurance Coverage Requirements:**

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

7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform 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.

7.3.1.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

7.3.1.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this 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.

7.3.1.4 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 in the course of 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 this 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 this AGREEMENT.

**7.4 Other Insurance Requirements:**

7.4.1 All insurance required by this 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 this 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 years following the date CONTRACTOR completes its performance of services under this 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. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- 7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. 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.
- 7.4.5 CONTRACTOR shall at all times 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.

## 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.

## 9.0 NON-DISCRIMINATION

- 9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the 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.).
- 9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., 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.

- 9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

## **10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS**

- 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. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his 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 his own organization or per a consortium.
- 10.3 Non-Assignment: CONTRACTOR shall not assign this contract 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**

- 11.1 CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

## **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.

CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required 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 FORCE MAJEURE**

- 13.1 "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.
- 13.2 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.
- 13.3 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.

### **14.0 PREVAILING WAGE**

- 14.1 Under Labor Code sections 1720 et seq., some services relating to assembly and disassembly under a contract for Moving & Relocation 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>.

## **15.0 REQUIREMENTS FOR WORK/SERVICES PERFORMED AT THE HEALTH DEPARTMENT**

- 15.1 CONTRACTOR shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of the United States and of the State of California. The Agency will be in compliance with Title 22, OSHA, Federal and State Labor Laws and the Joint Commission on Accreditation of Health Care Organizations.

## **16.0 BACKGROUND CHECKS**

- 16.1 CONTRACTOR shall be required to obtain 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 the Sheriff's Office, Probation Department, 911 Center, and District Attorney's Office.
- 16.1.1 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. CONTRACTOR shall be responsible for the cost of these background check costs unless otherwise informed by County. In some circumstances, a specific County department may request that County Sheriff's Office perform the background checks.
- 16.1.2 All CONTRACTOR personnel who are designated to provide services at any of the County Sheriff's facilities are required to undergo fingerprinting and background checks through the Sheriff's main office specifically.

## **17.0 WARRANTY BY CONTRACTOR**

- 17.1 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. Time is of the essence of this AGREEMENT. CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

## **18.0 ACCESSIBILITY**

- 18.1 CONTRACTOR shall inform himself 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.

## 19.0 CLEANUP

- 19.1 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, unless otherwise directed by the AGREEMENT. CONTRACTOR shall leave entire area in a neat, clean and acceptable condition as approved by County.
- 19.2 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 materials.

## 20.0 DAMAGE

- 20.1 CONTRACTOR shall be held responsible for any breakage, loss of County's equipment or supplies through negligence of CONTRACTOR or his employee 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.

## 21.0 PROTECTION OF PUBLIC

- 21.1 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.

## 22.0 INFORMATION PORTABILITY AND ACCOUNTABILITY ACT— HIPAA COMPLIANCE

- 22.1 CONTRACTOR agrees to operate its business in a manner as necessary to permit County to comply with its obligations under the Health Insurance Portability and Accountability Act of 1996, Subtitle F, Public Law 104-191, relating to the privacy and security of confidential health information, and any final regulations or rules promulgated by the U.S. Department of Health and Human Services thereunder (collectively, the "HIPAA Standards").

## 23.0 HAZARDOUS MATERIALS

- 23.1 CONTRACTOR shall comply with the Superfund Amendments and Reauthorization Act (SARA), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and any state laws, including but not limited to Health and Safety Code Division 20, Chapter 6.5, while performing all services of this Agreement. CONTRACTOR shall be solely responsible for the collection, transportation and disposal or release of any hazardous material during the performance of this AGREEMENT. COUNTY does not take responsibility for the improper collection, packaging and/or transportation of any hazardous materials collected from COUNTY during collection, while in transit, during disposal or upon storage of materials obtained through services performed for this AGREEMENT.
- 23.2 Once the collection of materials has commenced, CONTRACTOR has exercised control of and taken possession of the hazardous waste, and the assumption of risk and liability is with CONTRACTOR. COUNTY shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material.

## 24.0 NOTICES

- 24.1 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:  
Contracts/Purchasing Officer  
County of Monterey, Contracts/Purchasing  
1488 Schilling Place  
Salinas, CA 93901  
Tel. No.: (831) 755-4990  
FAX No.: (831) 755-4969  
[derrm@co.monterey.ca.us](mailto:derrm@co.monterey.ca.us)

TO CONTRACTOR:  
Monterey Transfer & Storage, Inc.  
Derek Lundquist  
414 West Market Street  
Salinas, CA 93901  
Tel. No.: (831) 422-6682  
FAX No. (831) 753-5358  
[dlundquist@montereytransfer.com](mailto:dlundquist@montereytransfer.com)



## 25.0 LEGAL DISPUTES

- 25.1 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.
- 25.2 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.
- 25.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 25.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

## 26.0 MISCELLANEOUS PROVISIONS

- 26.1 Amendment: This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 26.2 Waiver: Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 26.3 Contractor: The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees action on CONTRACTOR's behalf in the performance of this Agreement.
- 26.4 Successors and Assigns: This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 26.5 Headings: The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 26.6 Non-exclusive Agreement: This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

- 26.7 Construction of Agreement: The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 26.8 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 26.9 Authority: Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 26.10 Integration: This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 26.11 Interpretation of Conflicting Provisions: In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY

CONTRACTOR

\_\_\_\_\_  
Contracts/Purchasing Officer

By: *[Signature]*  
Signature of Chair, President, or  
Vice-President

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

JAMES SLATEN, PRESIDENT

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 4-29-15

\_\_\_\_\_  
Deputy Auditor/Controller

By: *[Signature]*  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Dated: 5-7-15

Cynthia A Slaten, Secretary

Printed Name and Title

Approved as to Liability Provisions:

Dated: 4-29-15

\_\_\_\_\_  
Risk Management

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

Approved as to Form:

\_\_\_\_\_  
Deputy County Counsel

Dated: 5/7/15

County Board of Supervisors' Agreement Number: \_\_\_\_\_.

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

**EXHIBIT A: PRICE SCHEDULE**

ITEM	DESCRIPTION	UNIT PRICE	
A-1	Hourly Cost	\$ per man hour	\$ <u>40.00</u>
A-2	Truck Charge	\$ per hour	\$ <u>25.00</u>
A-3	Van Charge	\$ per hour van/truck & two men	\$ <u>105.00</u>
A-4	Overtime Charge (Hourly)	\$ per hour van/truck & two men	\$ <u>145.00</u>
A-5	Minimum Charge	\$ 2 hour minimum	\$ <u>130.00</u>

PACKING MATERIALS	PRICE
2 PIECE file or Banker Boxes	\$ 1.75
1.5 cu carton	\$ 1.25
3.0 cu carton	\$ 2.00
4.5 cu carton	\$ 3.00
6.0 cu carton	\$ 4.00
5.0 cu (dish pack) carton	\$ 8.00
Glass pack / Mirror carton	\$ 10.00
Crating	\$8.00/ \$50.00 minimum
Machine or Library Cart Rental	\$ 4.00 per day/ \$15.00 per week