



**County of Solano
Standard Contract**

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

1. This Contract is entered into between the County of Solano and the Contractor named below:

CHIPMAN RELOCATION AND LOGISTICS

CONTRACTOR'S NAME

2. The Term of this Contract is:
SEPTEMBER 19, 2017 THROUGH JUNE 30, 2020

3. The maximum amount of this Contract is:
Not to exceed One Hundred Thousand Dollars (\$100,000)

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:


Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions, Drug Free Workplace Certification

This Contract is made on _____, 2017.

CONTRACTOR	COUNTY OF SOLANO
CHIPMAN RELOCATION and LOGISTICS	
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE
	COUNTY ADMINISTRATOR
SIGNATURE	TITLE
RICHARD CARREON, GENERAL MANAGER	<u>675 TEXAS STREET, SUITE 2500</u>
PRINTED NAME AND TITLE	ADDRESS
2300 NORTH WATNEY WAY	<u>FAIRFIELD, CA 94533</u>
ADDRESS	CITY STATE ZIP CODE
FAIRFIELD, CA 94533	
CITY STATE ZIP CODE	Approved as to Content:
	DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:
	
	COUNTY COUNSEL

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

Rev. 1/25/12

SCOPE OF CONTRACT SERVICES

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

1. Contractor shall furnish all personnel, equipment, tools, and materials necessary to provide professional moving services. The scope of work will encompass, but is not limited to, the pick-up and delivery of surplus County personal property to and from the County surplus warehouse and various County Departments. Other moving services may be required by the County as needed. The County has facilities in the following cities and locations: Fairfield, Vacaville, Dixon, Vallejo, Suisun, Benicia, Rio Vista and Lake Solano Park. Occasionally, moves elsewhere in the County may be required.

2. Moving service is based on "as required" basis by the County, at an hourly rate charge as defined in Exhibit B, Budget Detail and Payment Provisions. The vendor shall provide charges and rates to furnish all personnel, equipment, and material to perform moving services for the County in accordance with this scope of work, term conditions, and specifications of the bid of which this contract is a result.

3. Contractor will provide services with 48 hours of notification by the County or other mutually agreed to date and time. A minimum of a driver and truck will be made available. However, in most instances a helper(s) will be required with prior authorization by County staff. Only Central Services Manager, Stores Supervisor, Inventory Coordinator Office is authorized to schedule any move with the Contractor, including, but not necessarily limited to:

- a. Items that are to be moved from or to the County's surplus warehouse
- b. Moves between two or more County departments
- c. Moves to be performed within a Department

No property shall be transported or any other moving services provided by vendor without a properly completed County Property Transfer and Equipment Moving Request Form (EMR) with authorized signatures. Only in the event of a disaster or an emergency (natural or otherwise), the County may authorize certain moving services with a verbal notification.

- 4. Moves scheduled outside of compliance with this contract will be considered unauthorized and therefore ineligible for compensation.**

Types of County Moves GENERAL

1. Scheduling of moves with the awarded Contractor shall only be from the County's Central Services' Surplus Office (Surplus) for any property to be moved from or to the County's Surplus warehouse. Moves to be performed within a County Department or between two County Departments will also be arranged by Surplus. All property to be transported to or from Surplus Warehouse must have a County Property Transfer and Moving Request Form completed (also known as an Equipment Movement Request/EMR). A sample copy of this EMR form is included in this package for your information only. The EMR will be prepared by the County and will reflect the origin, destination, point of contact, description and quantity of

items to be moved, and other pertinent information.

2. TYPES OF MOVES: Below are descriptions of procedures for having equipment or surplus property moved to and from various locations in the County. No deliveries or pick-ups during the hour of 12 to 1 PM (lunch hour for most County Departments), unless otherwise arranged in advance. The County will not be charged during this period.

A. INTRA-DEPARTMENTAL MOVES

A move performed within a County Department. Example: A move that originates from Health and Social Services' Eligibility Office and terminates at Health and Social Services' Managed Care Office. The Department requiring this type of moving service must contact Central Services Surplus Office to arrange for the move.

B. MOVES TO COUNTY SURPLUS WAREHOUSE

A move that originates from any County department and terminates at the County surplus warehouse, located at 2543 Cordelia RD, Fairfield. Example: A move that originates at the Solano County Sheriff's Office and terminates at the surplus warehouse.

C. MOVES FROM COUNTY SURPLUS WAREHOUSE

A move that originates from the County's surplus warehouse, 2543 Cordelia Rd., Fairfield, and terminates at any County department. Example: A move that originates at the surplus warehouse and terminates at Solano County Probation Office.

D. INTER-DEPARTMENTAL MOVES

A move that originates from one County department and terminates at a different County department. Example: A move that originated from District Attorney's Office and terminates at the County's Probation Department.

3. BILL OF LADING: Contractor shall provide a Bill of Lading for each moving job. The Bill of Lading must be properly and accurately completed by moving service personnel. The Bill of Lading must reflect:

- Names of moving service personnel,
- Signatures of County department personnel authorized to annotate a start time and stop time on Bill of Lading
- Other pertinent information.

One Bill of Ladings may contain several pick-ups and deliveries assigned to one moving job. Example: A job originates at County surplus warehouse requiring stops in Fairfield, Vacaville, and Vallejo. Some County departments may require additional information annotated on Bill of Lading.

In addition to the required Bill of Lading, the County requires Solano County Move Request and Timesheets (sample attached).

Time keeping for billing purposes will begin ONLY upon arrival at first County job location.

4. BILLING PROCEDURES: An invoice will be e-mailed to process payment.

The invoice will be itemized as follows:

- Total Hours of moving services with rate per hour as defined in Exhibit B
- Number of personnel used
- Locations of pickup and delivery points and EMR number
- Bill of Ladings number
- Time Sheets

Payments shall be made within forty-five (45) days after receipt and acceptance of Contractor's invoice.

5. Contractor Responsibilities

- a. Contractor will supply all personnel and equipment necessary to perform this service. Contractor will also be responsible for all safety precautions while performing the service.
- b. The contractor agrees that the moving services covered by this contract will be performed by qualified, careful, courteous, professional and efficient staff, in the strictest conformity with the International Association of Movers (IAM) of which Chipman International is a member. Refer to Exhibit E, Code of Ethics Of The International Association Of Movers.
- c. Contractor will be responsible for taking proper care to protect condition of premises at origins and destinations involved in any moves. All elevators must be protected with sufficient padding and loading limits shall be strictly adhered to. All floors, carpets, doorways, stairs and walls must be protected to prevent damage during any moves.
- d. Contractor will ensure the County's personal property is properly loaded and unloaded, wrapped and strapped during motor transport. Protective materials, padding, strapping materials, hand trucks, furniture dollies and all other necessary supplies for safely moving County furnishings is the responsibility of the contractor. The movement of computer equipment (CPU, monitor etc.) will require vendor provided machine cart for transport.
- e. Contractor will obtain signatures on the Equipment Movement Request Forms of authorized individuals accepting property.
- f. Contractor's personnel must be outfitted in a company uniform or other company distinguishable attire or identification, i.e. name tag, or identification card conspicuously displayed.
- g. Contractor's personnel must behave professionally at all times while facilitating work for Solano County, including, but not limited to: acceptable and non-profane language, courteous to all County staff at all times, facilitate moves in a safe, but quick and efficient manner.
- h. It is the County's desire to have the same and regular moving personnel for all its moves to aid in the efficiency of moves and acquired learned knowledge of County locations, contact persons, and procedures.

- i. Solano County has non-smoking campuses and smoking is not permitted in ANY County facility nor on County property.
- j. For coordination purposes, it is critical that the Contractor comply with a mutually agreed upon time and place to commence a moving job. In the event moving personnel, on any given day, are going to more than 15 minutes late past the agreed upon time, it is required that the County's contact person be immediately notified. If Contractor knows in advance that it cannot comply with the agreed time of the moving job, the contractor shall give the requestor at least 24-hours' notice.

6. Continuance of the contract for the full period shall be contingent upon satisfactory performance of the Contractor. Unsatisfactory service performance, as determined by the County, may be cause for termination of any balance of the contract without penalty to the County.

7. Contractor shall take every precaution to protect all public and private property during the performance of the contract. Any damage caused by Contractor's personnel or equipment will promptly be repaired to the condition existing before the damage or be replaced at no expense to the County. Services covered by this contract shall not be subcontracted in any part without the prior written consent of the County.

8. IFB # V312-0628-17, Chipman bid submittal, and all amendments and associated documents are hereby fully incorporated into this contract and fully enforceable.

**BUDGET DETAIL AND PAYMENT
PROVISIONS**

EXHIBIT B

1. Applicable rates

County agrees to pay Contractor the following rates:

a.	Hourly Rate for 1 truck and 2 movers	\$83.30
b.	Hourly rate for 1 truck and 3 movers	\$121.60
c.	Hourly rate for each additional mover	\$34.30
d.	Hourly rate for each additional truck	\$20.00
e.	0% Fuel Surcharge based on monthly invoices	\$0.00

2. Method of Payment

a) Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor weekly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, and date of service. Applicable Bills of Lading detailing and justifying charges represented on each invoice must accompany each invoice.

b) Chipman is required to submit correct invoices for payment no later than the 15th of each preceding month in which services were rendered. In no circumstance is Chipman to hold County invoices beyond that time.

3. Invoicing

Invoices are to be emailed to:

Purchasing@solanocounty.com

County will acknowledge receipt of invoice within 48 hours. County will audit invoice for accuracy and process for payment upon acceptance.

4. Term of Payment

Upon acceptance and approval of each invoice received the County will issue payment within 45 days.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval shall be sought from the County prior to the expiration or termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement

to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- | | | |
|---|---|---|
| (1) General Liability:
(Including operations, products
and completed operations.) | \$1,000,000 | per occurrence for bodily injury, personal
injury and property damage, or the full per
occurrence limits of the policy, whichever is
greater. If Commercial General Liability
insurance or other form with a general
aggregate limit is used, either the general
aggregate limit shall apply separately to this
project/location or the general aggregate limit
shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property
damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- | | | |
|-----------------------------|-------------|---|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the required limit. |
| (2) Professional Liability: | \$1,000,000 | combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 3 years following the completion of work under this Contract. |

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of 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 Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

- (1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;
- (2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;
- (3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;
- (4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and
- (5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 CFR 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made

available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.

**SOLANO COUNTY
DRUG-FREE WORKPLACE CERTIFICATION**

(rev-09/01/94)

COMPANY/ORGANIZATION NAME

The contractor or grant recipient named above certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. The above-named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The person's or organization's policy of maintaining a drug-free workplace;
 - (c) Any available counseling, rehabilitation and employee assistance programs; and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement; and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

CERTIFICATION

I, the official named below, swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Contractor or Grant Recipient Signature

08-07-17

Date

Official's Name (type or print)

Richard Carreon GM

Title

94-2222256

Number

Federal Tax I.D.

Code of Ethics of the International Association of Movers

As members of the International Association of Movers, we recognize the importance of codifying and raising awareness about the ethical principles which guide the work of moving companies, their suppliers, and their staffs.

Ethical dilemmas occur when values conflict. The IAM Code of Ethics states the values to which our members are committed and embodies the ethical responsibilities of our profession. More specifically, it provides IAM Members with a set of guidelines to assist them in understanding the difference between "right" and "wrong," and in applying those understanding to their dealings with clients and other IAM members.

Each member must abide by the tenets set forth in this document, which are as follows:

- Members shall acknowledge and respect the cultural similarities and differences among all Members.
- Members shall conduct business in a responsible and professional manner.
- Members shall deal fairly with all customers, Association Members, and other business entities.
- Members shall adhere to a policy of honesty and integrity in accordance with generally accepted principles of professional conduct.
- Members shall be forthright and truthful in their professional communications.
- Members shall abide by all lawful agreements to which they are a party, including agreements with customers, the Association, and Association Members.
- Members shall pay their just obligations. Members shall strive to comply with all applicable laws and governmental regulations.
- A Member shall not compete unfairly with other Members. Members shall refrain from engaging in any activity which discredits the Association or any of its Members.

This Code is overseen by the IAM Members' Ethics Council, which is a permanent institutional body composed of volunteers from various IAM membership categories and geographic regions to provide a variety of experiences and industry knowledge to the Council.



INVOICE NO. _____

PICKET NO.

In: *Statistical Theory*

TRUCKS

[illegible]

For Central Services Use ONLY

Received by: _____ Signature: _____

Notes: _____