

## **Mother Lode Van & Storage, Inc.**

### **As-Needed Moving Services, and Surplus Collection and Disposal Services**

#### **AGREEMENT FOR SERVICES #8415**

**THIS AGREEMENT**, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Mother Lode Van & Storage, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 11255 Pyrites Way, Suite 400, Rancho Cordova, California 95670 (hereinafter referred to as "Contractor").

#### **RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a contractor to provide moving services and modular furniture disassembly, inventory, removal, reassembly services, and collection and disposal services for County surplus property on an as-needed basis for various County facilities both on the East Slope and West Slope of El Dorado County;

**WHEREAS**, County Procurement Policy C-17 Section 6.2 authorizes surplus items found to be beyond economical repair or of little or no value shall, at the discretion of the Purchasing Agent, be disposed of in any manner the Purchasing Agent deems appropriate;

**WHEREAS**, specific fixed assets found by the Purchasing Agent to be beyond economic repair or of little or no value and found by the Board of Supervisors not to be required or adequate for County use may be disposed of in any manner the Purchasing Agent deems appropriate;

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, is an expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws and ordinances applicable to the work, including compliance with prevailing wage rates and their payment in accordance with Labor Code, section 1775;

**WHEREAS**, County has determined that the provision of such services provided by Consultant are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, section 210(b)(6), and/or Government Code section 31000;

**WHEREAS**, on December 22, 2023 Contractor was formally awarded competitive Request for Proposals (RFP) 24-961-029 for as-needed moving services, and surplus collection and disposal services;

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

#### **ARTICLE I**

**Scope of Work:** Contractor is engaged in the business of doing the services and tasks required under this Agreement, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Moving, modular furniture disassembly, and reassembly services: Contractor shall furnish, at Contractor's own cost and expense, all personnel, services, tools, vehicles, and equipment and any other materials necessary to provide moving services and modular furniture disassembly, inventory, removal, and reassembly services on an as-needed basis for County facilities located throughout both the East and West Slopes of El Dorado County. For the purposes of this Agreement these services shall not include the design, purchase, or assembly of new Maxon systems furniture because those services are performed under separate contract.

Contractor shall not commence work for services described in the previous paragraph unless requested by the requesting County department. Any County Department may request services. The requesting department may request work via verbal communication, provided that the requesting department subsequently provide confirmation of that request via email to Contractor. For each work assignment described in the previous paragraph, Contractor shall provide a written quote to the requesting County department, including a description of the work, any required deliverables, proposed timelines, and a not-to-exceed cost to complete the work.

Contractor is encouraged to inspect the job site(s) to ensure a clear and thorough understanding of the size and scope of the work requested.

Contractor shall perform all work in accordance with highest industry standards and shall:

- Work with the requesting County department to schedule and perform work that results in minimal disruption to County operations/personnel.
- Be available for pre-move meetings with requesting County department to coordinate time frames, logistics and building access for both origin and destination locations at no extra charge.
- Furnish the necessary variety of skilled, trained and experienced labor force and supervision, equipment and supplies for protected loading transportation, unloading and placement of all items designated for relocation.
- Pack, handle, and transport all items so as to prevent damage to County property.
- Transport all property (that require exterior relocation) in vehicles with enclosed storage areas providing protection from elements of nature. Contractor will provide the appropriate size vehicle(s) for the location. It is recommended that the Contractor's vehicle provided is equipped with a lift gate. Vehicles with enclosed

storage areas should also be equipped with locking mechanisms to deter theft of property and to ensure that the cargo is secured until it reaches the specified Destination.

- Provide County department(s) with sufficient packing materials for each required move at least one (1) week prior to scheduled move date.
- Provide an itemized list of all materials provided to each requesting County department.
- Provide full credit on the final invoice for the return of unused materials and used materials suitable for re-use.
- Provide a method of inventory reporting to the requesting County department so they can inventory all items that Contractor will be asked to move, and for which Contractor will be responsible for during the move. The requesting County department will provide the Contractor with a complete inventory of items to be moved and, as applicable, information identifying where items are to be placed.
- Comply with applicable federal, state, and local requirements relating to public health advisories including, if required, preparing, posting, and implementing social distancing protocol and/or other safety protocol and/or other protocols necessary to perform the services in compliance with applicable federal, state, and local requirements.
- Be responsible for protecting the building finishes during all move activities. Building protection shall include, but not be limited to floors, stairs, thresholds, walls, doors and doorframes, ceiling sprinkler system, and elevator cabs.
- Be responsible for keeping move sites orderly, clean and safe at all times. Furniture packing, crating material, and miscellaneous debris must be removed promptly/daily and lawfully disposed of by the Contractor at its expense and in containers provided by the Contractor. The debris may be accumulated during these activities; however, it must not block any walkways, hallways, or doorways.
- Leave both Origin and Destination “broom clean” at the end of each phase of the project; or if there are early/late moves at night during the week, at the end of each early/late move.
- Provide adequate security for all locations while the move is underway. Contractor shall be responsible for all losses that may occur as a result of the Contractor’s failure to provide adequate security at building access and egress points used for the move. All incidents must be promptly reported to the requesting County department and documented.
- Be required to prepare and provide reports in the event of any damage to County property. Damaged goods are not limited to furniture, office equipment and household goods. Damaged goods also include buildings, parking structures, loading docks, landscape and other areas. Damage shall be documented by each mover involved and submitted to the Contractor’s move coordinator/supervisor by the end of the shift in which said damage occurred.

Surplus collection and disposal services: Contractor shall furnish, at Contractor’s own cost and expense, all personnel, services, tools, vehicles, and equipment and any other materials necessary to collect and dispose of County surplus property specifically identified by County’s Surplus Coordinator to be beyond economical repair or of little to no value to County. Services shall include as-needed surplus property disassembly (if

required), removal, and disposal services (hereinafter "surplus services") that are requested by County's Surplus Coordinator for County facilities located throughout both the East and West Slopes of El Dorado County.

County's Contract Administrator, or designee, will coordinate all departmental requests for surplus services provided pursuant to this Agreement. County's Contract Administrator, or designee, must approve all surplus services, including proposed timelines, prior to the placement of any orders for surplus services.

Contractor shall not commence work related to surplus services unless requested by County's Contract Administrator, or designee. County's Contract Administrator, or designee, may request work via verbal communication, provided that the County's Contract Administrator, or designee, subsequently provide confirmation of that request via email to Contractor. For each work assignment for surplus services Contractor shall provide to County's Contract Administrator, or designee, a quote, including a description of the work, any required deliverables, proposed timelines, and a not-to-exceed cost to complete the work. Prior to commencement of the work, County's Contract Administrator, or designee, will provide written approval in the form of an email identifying the location where the services will be provided, a description of the services to be performed, any required deliverables, and authorization to proceed with the assignment. Contractor shall not commence work until receiving the written authorization to proceed with the work assignment.

General requirements:

Contractor must employ all drivers as employees who are covered by Worker's Compensation insurance and subject to the Federal Motor Carrier Safety Administration's (FMCSA) alcohol and drug testing rules for drivers who possess commercial driver's licenses in compliance with the California Vehicle Code. If the vehicle being used for moving services requires a Class "A" commercial California driver's license, the driver's license must also be in compliance with the California Vehicle Code and in compliance with all federal regulations.

All services shall comply with current California State Division of Industrial Safety Orders and the Occupational Safety and Health Administration.

The contents of desk and table drawers, supply cabinets, shelf units, and bookcases will be removed by County, prior to property being disposed of.

Contractor shall try to minimize the number of trips made to transport items to help reduce greenhouse gases. When feasible, pallets, shrink wrap, boxes, packaging cubes, moving pads, box labels, and zip ties, should be reusable and made of material that is recyclable and can be recycled. County is not responsible for the disposal of trash created from transporting items. Contractor shall not transport items that County's Contract Administrator, or designee, or requesting County department identifies as trash or recycling to any location other than a landfill or licensed recycling facility without prior written consent to do so from County's Contract Administrator, or designee, or requesting County department. Contractor shall recycle all recyclable materials.

Contractor shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Contractor is responsible for ensuring that its employees, as well as any subcontractor if applicable, perform the services and tasks required under this Agreement accordingly. All of the services included in this Article hereto, are the responsibility of Contractor, unless specifically described as a task or item of work to be performed or provided by County. Contractor shall be solely responsible for the supervision, administration and work performed by any subcontractor for services rendered under this Agreement.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties and shall cover the period of February 18, 2024 through February 17, 2027.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of each work assignment in arrears. Payment shall be made within forty-five (45) days following County receipt and approval of invoices detailing the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit A, marked "Rate Schedules," incorporated herein and made by reference a part hereof.

The total amount of this Agreement shall not exceed \$200,000, inclusive of all work assignments and amended work assignments, and all costs, taxes, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through work assignments.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Contractor shall invoice requesting departments individually, at the address referenced in each service request.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XXVI, Default, Termination, and Cancellation, herein.

## **ARTICLE IV**

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

## **ARTICLE V**

**Performance Bond (If Applicable):** As a part of the execution of this Agreement, for any work assignment issued to Contractor where the not-to-exceed dollar amount is equal to

or exceed \$25,000, Contractor shall furnish a bond of a surety company authorized to do business in the State of California, conditioned upon the faithful performance of all covenants and stipulations under this Agreement. The amount of this bond shall be one hundred percent (100%) of the total not-to-exceed amount of the work assignment and shall be executed upon the form provided by County.

#### **ARTICLE VI**

**Payment Bond** (If Applicable): As a part of the execution of this Agreement, for any work assignment issued to Contractor where the not-to-exceed dollar amount is equal to or exceeds \$25,000, Contractor shall furnish a bond of a surety company authorized to do business in the State of California, conditioned upon the payment in full of all claims for labor and materials in accordance with the provisions of the law of the State of California. The amount of this bond shall be one hundred percent (100%) of the total not-to-exceed amount of the work assignment and shall be executed upon the form provided by County.

#### **ARTICLE VII**

**Notification of Surety Company:** The surety company shall familiarize itself with all of the conditions and provisions of this Agreement, and shall waive the right of special notification of any change or modifications of this Agreement or extension of time, or of decreased or increased work, or of the cancellation of this Agreement, or of any other act or acts by County or its authorized agents, under the terms of this Agreement; and failure to so notify the aforesaid surety company of changes shall in no way relieve the surety company of its obligation under this Agreement.

#### **ARTICLE VIII**

**Prevailing Wage:** County requires Contractor's services on public works project(s) involving local and/or state funds to which prevailing wage requirements may apply. As a consequence, Contractor shall comply with all applicable state and federal prevailing wage rates, statutes, rules, and regulations then in effect. Contractor shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the principal office of County's Chief Administrative Office, Procurement and Contracts Division. Changes, if any, to the general prevailing wage rates will be available at the same location.

Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Contractor shall comply with all applicable wage requirements, as set forth in Labor Code sections 1770, et seq., 1773.2, 1775, 1776, 1810, and 1813. In accordance with the provisions of Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Contractor and any subcontractor authorized under this Agreement shall also conform to and be bound by the provisions of Labor Code sections 1810 through 1815.

#### **ARTICLE IX**

**Apprentices:** Attention is directed to Labor Code sections 1777.5, 1777.6, and 1777.7 and 8 California Code of Regulations section 200, et seq. To ensure compliance and

complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Contractor or subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of work on this Agreement. Responsibility for compliance with this Article lies with Contractor.

It is County policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

## **ARTICLE X**

**Certified Payroll:** As required under the provisions of Labor Code section 1776, Contractor and any subcontractors, if any are authorized herein, shall keep accurate payroll records as follows:

- A. The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or subcontractors in connection with the services provided under this Agreement.
- B. A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of Contractor as follows:
  1. Make available or furnish to the employee or his or her authorized representative on request.
  2. Make available for inspection or furnished upon request to a representative of County, the State Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State Department of Industrial Relations.
  3. Make available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either County, the State Division of Labor Standards Enforcement, or the State Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractor, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.
  4. All contractors and subcontractors must furnish electronic certified payroll records directly to the Department of Industrial Relations.

## **ARTICLE XI**

### **Protection of Facilities:**

- A. Contractor shall exercise care to prevent damage to the existing building, grounds, and property while performing the Work. Any damage caused as a result of

Contractor's operations shall be repaired back to its original condition by Contractor at no additional cost to County.

- B. Contractor shall provide for continuous County occupancy and operation of the facility for the duration of the project.
- C. Contractor shall provide for public use, and shall limit access to the facility as directed by County's Contract Administrator, or designee.
- D. Contractor shall provide for work by other contractors and County.
- E. Contractor shall coordinate the use of the premises, including the storage of materials, tools, and equipment with County's Contract Administrator, or designee.

## **ARTICLE XII**

**Safety:** Contractor shall maintain safe conditions at the jobsite for the duration of the Work for the public, County staff, and all persons performing the Work. Contractor shall comply fully with all laws, orders, citations, rules, regulations, standards, and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices. Contractor shall be solely responsible for providing a safe place to work for its employees and for employees of its subcontractors and suppliers or material and equipment, for adequacy of and required use of all safety equipment, and for full compliance with aforesaid laws, orders, citations, rules, regulations, standards, and statutes.

Other safety measures shall include, but not be limited to the following:

- A. Providing safe accessibility to all building entrances, keeping all sidewalks, active doors, corridors or other walkways, driveways, or any emergency vehicle access clear for the duration of the project.
- B. Keeping flammable rags, if applicable, in a sealed container and removing them from the site at the end of each work day.

## **ARTICLE XIII**

**Registration of Contractors:** No contractor or subcontractor may bid on any public work project, be listed in a bid proposal for any public works project, or engage in the performance of any contract for public work unless registered with the Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1. Public work projects are subject to compliance, monitoring, and enforcement by the Department of Industrial Relations.

Contractor shall post job site notices as prescribed by 8 California Code of Regulations section 16451.

## **ARTICLE XIV**

**Records Examination and Audit Requirements:** Contractor and its subcontractors, if any are authorized hereunder, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the various aspects of the Agreement. In accordance with Government Code section 8546.7, all of the above-referenced parties

shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date that final payment by County and all other pending matters are closed. Representatives of County, the California State Auditor, and any duly authorized representative of other government agencies shall have access to any books, documents, papers, and records that are pertinent to the Agreement for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

**ARTICLE XV**

**Payment of all Federal, State, or Local Taxes:** Any federal, state, or local tax payable on the articles furnished by Contractor under this Agreement shall be included in rates quoted herein and shall be paid by Contractor.

**ARTICLE XVI**

**Compliance with all Applicable Laws:** Contractor shall conform to and abide by all applicable federal, state, and local building, labor, environmental and safety laws, ordinances, rules, and regulations. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including but not limited to, any directions, plans or specifications provided to Contractor, is to be construed to permit work not conforming to these codes.

**ARTICLE XVII**

**Reporting Accidents:** Contractor shall prepare and submit to County (within twenty-four [24] hours of such incidents) reports of accidents at the site and anywhere else work under this Agreement is in progress in which bodily injury is sustained or property loss in excess of five hundred dollars (\$500.00) occurs.

**ARTICLE XVIII**

**Workers' Compensation:** Contractor shall comply with Labor Code section 3700, et seq., requiring it to obtain Workers' Compensation Insurance, and sign a certificate of knowledge thereof.

**CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700**

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

Signed: \_\_\_\_\_

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

**ARTICLE XIX**

**Emissions Reduction:** Contractor shall comply with emission reduction regulations mandated by the California Air Resources Board, and sign the certification of knowledge below. Contractor shall require all subcontractors to comply with such regulations and provide County a Certificate of Reported Compliance for each subcontractor, as required by emissions reduction regulations mandated by the California Air Resources Board.

**CERTIFICATE OF KNOWLEDGE – EMISSIONS REDUCTION REGULATIONS**

I am aware of the emissions reduction regulations being mandated by the California Air Resources Board. I will comply with such regulations before commencing the performance of the work and maintain compliance throughout the duration of this Contract.

Signed: \_\_\_\_\_ Date \_\_\_\_\_

**ARTICLE XX**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

**ARTICLE XXI**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Contractor’s responsibilities or hinder Contractor’s performance of services hereunder, unless County’s Contract Administrator, or designee, in writing, authorizes that agreement or sharing of information.

**ARTICLE XXII**

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

**ARTICLE XXIII**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract,

delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

#### **ARTICLE XXIV**

**Independent Contractor:** The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

#### **ARTICLE XXV**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement and any work assignment issued pursuant to this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE XXVI**

### **Default, Termination, and Cancellation:**

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default (notice) that shall state the following:
1. The alleged default and the applicable Agreement provision.
  2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Contractor, the excess costs to procure from an alternate source.
2. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.

3. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
  2. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect;
  3. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
  4. A violation of ARTICLE XXXVII, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement, or any work assignment issued pursuant to this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the work assignment or the total amount of the Agreement, as applicable. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination, County reserves the right to take over and complete the work by contract or by any other means.

## **ARTICLE XXVII**

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

To County:

County of El Dorado  
Chief Administrative Office  
330 Fair Lane  
Placerville, California 95667

Attn.: Rick Blake  
Senior Buyer

County of El Dorado  
Chief Administrative Office  
330 Fair Lane  
Placerville, California 95667

Attn.: Tyler Prince  
Administrative Analyst II

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Mother Lode Van & Storage, Inc.  
11255 Pyrites Way, Suite 400  
Rancho Cordova, California 95670

Attn.: Brian S. Larson, President

or to such other location as Contractor directs.

#### **ARTICLE XXVIII**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in ARTICLE XXVII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, or designee, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XXIX**

**Indemnity:** To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees

in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in Civil Code section 2778.

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

### **ARTICLE XXX**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors' liability and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.
- D. In the event Contractor is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.

- G. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement, inclusive of the guarantee/warranty period specified hereinbelow. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Contractor agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
  2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Contractor's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

#### **ARTICLE XXXI**

**Licenses:** Contractor warrants and represents that it holds a valid California license pursuant to the Contractors' State License Law (Business and Professions Code section 7000, et seq.), that its license is in good standing and that it possesses a Class C-61 / D34 – Prefabricated Equipment Contractor License as required by the categories and types of work to be performed under this Agreement. Copies of Contractor's State Contractors' license(s) must be provided with this Agreement.

#### **ARTICLE XXXII**

**Business License:** County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

#### **ARTICLE XXXIII**

**Environmental and Toxic Warranty:** Contractor warrants that its operations concerning the services and materials provided under this Agreement are not and will not be in violation of any applicable environmental federal, state, or local statute, law, or regulation dealing with hazardous materials substances or toxic substances.

#### **ARTICLE XXXIV**

##### **Guarantees:**

- A. Contractor shall guarantee all materials, parts and equipment furnished and work performed for a period of one (1) year. Contractor warrants and guarantees for a period of one (1) year from the date of invoice that the work is free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary, including repairs of any damage to other parts of the work resulting from such defects at no cost to County. County will give notice of observed defects with reasonable promptness. In the event that Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, County may do so and charge Contractor the cost thereby incurred.

- B. If a guaranty exceeding one (1) year is provided by the supplier or manufacturer of any parts or equipment used in the performance of services under this Agreement, then the guarantee for such materials shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such parts, equipment and materials, and Contractor shall supply County with all warranty and guaranty documents relative to parts, equipment and materials incorporated in the services provided and guaranteed by its suppliers or manufacturers.
- C. Contractor warrants to County that materials, parts, and equipment furnished under this Agreement will be of good quality and new, unless otherwise required or permitted by the Agreement, that the work performed will be free from defects or flaws and is of the highest quality of workmanship and that the services provided will conform with the requirements of the Agreement. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

#### **ARTICLE XXXV**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

#### **ARTICLE XXXVI**

**Waiver:** No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

#### **ARTICLE XXXVII**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090, et seq. and the Political Reform Act of 1974 (section 87100, et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be consultant within the meaning of Title 2 California Code of Regulations section 18700.3, as it now reads or may thereafter be amended, are required to file a

statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator, or designee, shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XXVI, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit B, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

#### **ARTICLE XXXVIII**

##### **Nondiscrimination:**

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, military and veteran status of any person, marital status, age, sex, gender, gender identity, gender expression, or sexual orientation. Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.) and applicable regulations promulgated thereunder (2 California Code of Regulations section 11000, et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof

as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

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

#### **ARTICLE XXXIX**

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

#### **ARTICLE XL**

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

#### **ARTICLE XLI**

**Resolution of Claims:** Contractor's attention is invited to Public Contract Code section 20104, et seq., for resolution of construction claims, and specifically section 20104.2. Claims pertaining to this Agreement shall be governed by the provisions of those sections.

Your attention is directed to Public Contract Code section 9204, which describes procedures for the resolution of claims on public works projects. Among other things, section 9204 requires the claimant to furnish reasonable documentation to support a claim, requires the public entity to respond to the claim within forty-five (45) days of receipt of the claim, and allows for the claimant to demand an informal meet and confer conference for settlement of the issues in dispute. For any portion of a claim that remains in dispute, section 9204 requires submission of the claim to nonbinding mediation. Additionally, section 9204 requires the public entity to make any payment due on an undisputed portion of the claim within sixty (60) days of the public entity's written response and to pay interest at the rate of seven percent (7%) per annum on any amounts not paid in a timely manner. The claims procedures described herein and in any other contract documents are in addition to the procedures required by section 9204 and, in the event of a conflict between those various procedures, the more stringent procedures will control.

## **ARTICLE XLII**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

## **ARTICLE XLIII**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement for surplus collection and disposal services is Rick Blake, Senior Buyer, Procurement and Contracts Division, Chief Administrative Office, or successor. The County Officer or employee with responsibility for administering this Agreement for all items not specifically listed above is Tyler Prince, Administrative Analyst II, Procurement and Contracts Division, Chief Administrative Office, or successor.

## **ARTICLE XLIV**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

## **ARTICLE XLV**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

## **ARTICLE XLVI**

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

## **ARTICLE XLVII**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

## **ARTICLE XLVIII**

**HIPAA Compliance:** As a condition of Contractor performing services for the County of El Dorado, Contractor shall execute that Business Associate Agreement which is attached hereto as Exhibit C, which is incorporated herein for all intents and purposes.

**ARTICLE XLIX**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

**ARTICLE L**

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

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates indicated below.

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_

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

Purchasing Agent  
"County"

**-- MOTHER LODE VAN & STORAGE, INC. --**

By: \_\_\_\_\_

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

Brian S. Larson  
Chief Executive Officer  
"Contractor"

By: \_\_\_\_\_

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

Brian S. Larson  
Corporate Secretary

# Mother Lode Van & Storage, Inc.

## Exhibit A

### Rate Schedules

### 2024 Rates

Description	Hourly Rate*
<b>Modular Furniture: Disassembly, Inventory, Removal, and Reinstallation Services for Non-Prevailing Wage Rate Projects (projects with a cost of less than \$1,000.00):</b>	
Installer – Straight Time	\$62.00
Installer – Overtime after eight (8) hours, Saturday, Sunday, and County Recognized Holidays	\$90.00
<b>Modular Furniture: Disassembly, Inventory, Removal, and Reinstallation Services for Prevailing Wage Rate Projects (projects with a cost of greater than \$1,000.00):</b>	
Installer – Straight Time	\$95.00
Installer – Overtime after eight (8) hours, Saturday, Sunday, and County Recognized Holidays	\$137.00
<b>Moving and Disposal Services:</b>	
Vehicle and Driver/Mover – Straight Time	\$95.00
Vehicle and Driver/Mover – Overtime after eight (8) hours, Saturday, Sunday, and County Recognized Holidays	\$135.00
Vehicle and Driver/Mover plus Additional Mover – Straight Time	\$145.00
Vehicle and Driver/Mover plus Additional Mover – Overtime after eight (8) hours, Saturday, Sunday, and County Recognized Holidays	\$210.00
Each Additional Mover – Straight Time	\$50.00
Each Additional Mover – Overtime after eight (8) hours, Saturday, Sunday, and County Recognized Holidays	\$72.00

Description	Week	Month
Off-Site Temporary Storage – 5000’ Warehouse Floor Space	\$1250.00	\$4,850.00

Description	Each	Roll	Pound
<b>Packing Materials:</b>			
2" Plastic Tape	\$3.00		
1.5 Cubic Foot Auto Fold Carton	\$3.75		
3.0 Cubic Foot Carton	\$3.40		
4.5 Cubic Foot Carton	\$3.50		
Gaylord Boxes- Various Sizes - Price to be quoted			
Anti-Static Bubble Wrap		\$459.00	
Bubble Wrap		\$269.00	
Computer Keyboard Ziploc Bags	\$2.25		
Dish Pack Carton	\$7.25		
EZ Anchor/Wall Molly	\$3.50		
Flat Screen Computer Monitor Covers	\$4.00		
Flat Screen TV Carton	\$99.00		
Lamp Carton	\$5.55		
Paper Pad	\$3.75		
Mirror/Picture Carton	\$15.95		
Shrink Wrap		\$44.00	
Unprinted Newspaper			\$2.00
Wardrobe Carton	\$16.25		
<b>Moving Equipment Rental Rate:</b>	<b>Day</b>	<b>Week</b>	<b>Month</b>
Four (4) Wheel Dolly	\$1.00	\$6.75	\$26.75
Blankets	\$0.55	\$3.85	\$15.00
Book/File Cart	\$3.50	\$24.00	\$95.00
Flat Screen TV Carton	\$2.50	\$17.00	\$65.00
Machine Cart	\$3.50	\$24.00	\$95.00
Panel Cart	\$4.75	\$32.50	\$123.00
Plastic Move Tote	\$0.40	\$2.75	\$10.50
Speed Pack	\$3.50	\$24.00	\$95.00
Storage Trailer – 48' to 53'	\$99.00	\$400.00	\$1,500.00
Temperature Controlled Storage Trailer – 48' refrigerated	\$140.00	\$900.00	\$3,000.00
Wood Tub	\$4.75	\$32.50	\$123.00

\* Labor will be billed at a four (4) hour minimum per project. The minimum number of daily hours that will be charged for a project is four (4). Contractor shall bill on a portal-to-portal basis. County will pay El Dorado County Waste Management disposal fees.

## 2025 Rates

Description	Hourly Rate*
<b>Modular Furniture: Disassembly, Inventory, Removal, and Reinstallation Services for Non-Prevailing Wage Rate Projects (projects with a cost of less than \$1,000.00):</b>	
Installer – Straight Time	\$62.00
Installer – Overtime after eight (8) hours, Saturday, Sunday, and County Recognized Holidays	\$90.00
<b>Modular Furniture: Disassembly, Inventory, Removal, and Reinstallation Services for Prevailing Wage Rate Projects (projects with a cost of greater than \$1,000.00):</b>	
Installer – Straight Time	\$95.00
Installer – Overtime after eight (8) hours, Saturday, Sunday, and County Recognized Holidays	\$137.00
<b>Moving and Disposal Services:</b>	
Vehicle and Driver/Mover – Straight Time	\$95.00
Vehicle and Driver/Mover – Overtime after eight (8) hours, Saturday, Sunday, and County Recognized Holidays	\$135.00
Vehicle and Driver/Mover plus Additional Mover – Straight Time	\$145.00
Vehicle and Driver/Mover plus Additional Mover – Overtime after eight (8) hours, Saturday, Sunday, and County Recognized Holidays	\$210.00
Each Additional Mover – Straight Time	\$50.00
Each Additional Mover – Overtime after eight (8) hours, Saturday, Sunday, and County Recognized Holidays	\$72.00

Description	Week	Month
Off-Site Temporary Storage – 5000’ Warehouse Floor Space	\$1,350.00	\$5,250.00

Description	Each	Roll	Pound
<b>Packing Materials:</b>			
2" Plastic Tape	\$3.00		
1.5 Cubic Foot Auto Fold Carton	\$3.75		
3.0 Cubic Foot Carton	\$3.40		
4.5 Cubic Foot Carton	\$3.50		
Gaylord Boxes- Various Sizes - Price to be quoted			
Anti-Static Bubble Wrap		\$459.00	
Bubble Wrap		\$269.00	
Computer Keyboard Ziploc Bags	\$2.25		
Dish Pack Carton	\$7.25		
EZ Anchor/Wall Molly	\$3.50		
Flat Screen Computer Monitor Covers	\$4.00		
Flat Screen TV Carton	\$99.00		
Lamp Carton	\$5.55		
Paper Pad	\$3.75		
Mirror/Picture Carton	\$15.95		
Shrink Wrap		\$44.00	
Unprinted Newspaper			\$2.00
Wardrobe Carton	\$16.25		
<b>Moving Equipment Rental Rate:</b>	<b>Day</b>	<b>Week</b>	<b>Month</b>
Four (4) Wheel Dolly	\$1.00	\$6.75	\$26.75
Blankets	\$0.55	\$3.85	\$15.00
Book/File Cart	\$3.50	\$24.00	\$95.00
Flat Screen TV Carton	\$2.50	\$17.00	\$65.00
Machine Cart	\$3.50	\$24.00	\$95.00
Panel Cart	\$4.75	\$32.50	\$123.00
Plastic Move Tote	\$0.40	\$2.75	\$10.50
Speed Pack	\$3.50	\$24.00	\$95.00
Storage Trailer – 48' to 53'	\$99.00	\$400.00	\$1,500.00
Temperature Controlled Storage Trailer – 48' refrigerated	\$140.00	\$900.00	\$3,000.00
Wood Tub	\$4.75	\$32.50	\$123.00

\* Labor will be billed at a four (4) hour minimum per project. The minimum number of daily hours that will be charged for a project is four (4).

Contractor shall bill on a portal-to-portal basis. County will pay El Dorado County Waste Management disposal fees.

## 2026/2027 Rates

Description	Hourly Rate*
<b>Modular Furniture: Disassembly, Inventory, Removal, and Reinstallation Services for Non-Prevailing Wage Rate Projects (projects with a cost of less than \$1,000.00):</b>	
Installer – Straight Time	\$62.00
Installer – Overtime after eight (8) hours, Saturday, Sunday, and County Recognized Holidays	\$90.00
<b>Modular Furniture: Disassembly, Inventory, Removal, and Reinstallation Services for Prevailing Wage Rate Projects (projects with a cost of greater than \$1,000.00):</b>	
Installer – Straight Time	\$95.00
Installer – Overtime after eight (8) hours, Saturday, Sunday, and County Recognized Holidays	\$137.00
<b>Moving and Disposal Services:</b>	
Vehicle and Driver/Mover – Straight Time	\$95.00
Vehicle and Driver/Mover – Overtime after eight (8) hours, Saturday, Sunday, and County Recognized Holidays	\$135.00
Vehicle and Driver/Mover plus Additional Mover – Straight Time	\$145.00
Vehicle and Driver/Mover plus Additional Mover – Overtime after eight (8) hours, Saturday, Sunday, and County Recognized Holidays	\$210.00
Each Additional Mover – Straight Time	\$50.00
Each Additional Mover – Overtime after eight (8) hours, Saturday, Sunday, and County Recognized Holidays	\$72.00

Description	Week	Month
Off-Site Temporary Storage – 5000' Warehouse Floor Space	\$1,400.00	\$5,500.00

Description	Each	Roll	Pound
<b>Packing Materials:</b>			
2" Plastic Tape	\$3.00		
1.5 Cubic Foot Auto Fold Carton	\$3.75		
3.0 Cubic Foot Carton	\$3.40		
4.5 Cubic Foot Carton	\$3.50		
Gaylord Boxes- Various Sizes - Price to be quoted			
Anti-Static Bubble Wrap		\$459.00	
Bubble Wrap		\$269.00	
Computer Keyboard Ziploc Bags	\$2.25		
Dish Pack Carton	\$7.25		
EZ Anchor/Wall Molly	\$3.50		
Flat Screen Computer Monitor Covers	\$4.00		
Flat Screen TV Carton	\$99.00		
Lamp Carton	\$5.55		
Paper Pad	\$3.75		
Mirror/Picture Carton	\$15.95		
Shrink Wrap		\$44.00	
Unprinted Newspaper			\$2.00
Wardrobe Carton	\$16.25		
<b>Moving Equipment Rental Rate:</b>			
	<b>Day</b>	<b>Week</b>	<b>Month</b>
Four (4) Wheel Dolly	\$1.00	\$6.75	\$26.75
Blankets	\$0.55	\$3.85	\$15.00
Book/File Cart	\$3.50	\$24.00	\$95.00
Flat Screen TV Carton	\$2.50	\$17.00	\$65.00
Machine Cart	\$3.50	\$24.00	\$95.00
Panel Cart	\$4.75	\$32.50	\$123.00
Plastic Move Tote	\$0.40	\$2.75	\$10.50
Speed Pack	\$3.50	\$24.00	\$95.00
Storage Trailer – 48' to 53'	\$99.00	\$400.00	\$1,500.00
Temperature Controlled Storage Trailer – 48' refrigerated	\$140.00	\$900.00	\$3,000.00
Wood Tub	\$4.75	\$32.50	\$123.00

\* Labor will be billed at a four (4) hour minimum per project. The minimum number of daily hours that will be charged for a project is four (4).

Contractor shall bill on a portal-to-portal basis. County will pay El Dorado County Waste Management disposal fees.

# Mother Lode Van & Storage, Inc.

## Exhibit B

### California Levine Act Statement

#### California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES  NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES  NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

01/19/2024

Date

Mother Lode Van & Storage, Inc.

Type or write name of company

Brian Larson

Brian Larson (Jan 19, 2024 12:08 PST)

Signature of authorized individual

Brian Larson

Type or write name of authorized individual

# Mother Lode Van & Storage, Inc.

## Exhibit C

### HIPAA Business Associate Agreement

This Business Associate Agreement is made part of the base contract (“Underlying Agreement”) to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the “Effective Date”).

#### RECITALS

**WHEREAS**, County and Contractor (hereinafter referred to as Business Associate (“BA”) entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) and Electronic Protected Health Information (“EPHI”) may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement; and

**WHEREAS**, the County and BA intend to protect the privacy and provide for the security of PHI and EPHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH” Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws as may be amended from time to time; and

**WHEREAS**, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR section 160.103 ; and

**WHEREAS**, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR section 160.103; and

**WHEREAS**, “Individual” shall have the same meaning as the term “individual” in 45 CFR section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR section 164.202(g);

**WHEREAS**, “Breach” shall have the meaning given to such term under the HITECH Act under 42 USC section 17921; and

**WHEREAS**, “Unsecured PHI” shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC section 17932(h).

**NOW, THEREFORE,** in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by BA of County Disclosed PHI
  - A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
  - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
    - (1) Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
    - (2) Disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
    - (3) Disclose PHI as necessary for BA's operations only if:
      - (a) Prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
        - (i) To hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and,
        - (ii) The third party will immediately notify BA of any breaches of confidentiality of PHI to extent it has obtained knowledge of such breach.
    - (4) Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.

- (5) Not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
    - (6) De-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
  - C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.
- 3. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
  - A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with 45 CFR 164.308, 164.310, 164.312, and 164.504(e)(2). BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule.
  - B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
  - C. Report to County in writing of any access, use or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.

- D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.
4. PHI Access, Amendment and Disclosure Accounting. BA agrees to:
- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC section 17935(e).
  - B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
  - C. To assist the County in meeting its disclosure accounting under HIPAA:
    - (1) BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subconsultants for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if know, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
    - (2) Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.

- D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary"), BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.

5. Obligations of County.

- A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.
- D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
- E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

6. Term and Termination.

- A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:

- (1) Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.
- (2) Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
- (3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.

C. Effect of Termination.

- (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy all PHI that BA or its agents or subconsultants still maintain in any form, and shall retain no copies of such PHI.
- (2) In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

7. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subconsultants, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subconsultants, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.

- A. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
  - B. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.
  - C. In the event there is conflict between this clause and Civil Code section 2782, this clause shall be interpreted to comply with Civil Code section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
  - D. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.
- 8. Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
  - 9. Survival. The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
  - 10. Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
  - 11. Conflicts. Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.