

Agreement No. Resolution No. 080468

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND COROVAN MOVING AND STORAGE CO.

This Agreement is entered into this 25th day of June, 2024, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Corovan Moving and Storage Co., hereinafter called "Contractor." County and Contractor may be collectively referred to herein as "Parties" or individually as a "Party."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing warehousing services for storage of items, subject to the terms and conditions set forth herein.

Now, therefore, it is agreed by the Parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment I—§ 504 Compliance
- Attachment II—Corovan Master Services Agreement

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Nine Hundred Thousand Dollars and Zero Cents (\$900,000.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not

entitled to payment for work not performed as required by this agreement.

The Parties understand and agree that payments under this Agreement are made pursuant to invoices submitted by Contractor to County and that County shall pay invoices as they come due within the contract limitations. Contractor has expressed concern that the County may request services without adequate fiscal authority for payment of invoices. To alleviate that concern, and to ensure timely payment of invoices, the Parties agree that when the payments made to Contractor under the Agreement reach seventy-five percent of the authorized amount above, the Parties shall meet and confer as to whether an amendment to the Agreement is necessary to increase the not to exceed budget.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from March 16, 2024, through March 31, 2025.

5. Termination

This Agreement may be terminated by Contractor or by the County Executive's Officer or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively

referred to as “contract materials”) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor’s failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor’s duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County’s prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County’s Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor’s coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days’ notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers’ Compensation and Employer’s Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers’ compensation and employer’s liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California 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 the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor’s operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000
- (c) Professional Liability \$1,000,000

With the exception of Professional Liability Insurance, County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of

liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

d. Declared Value of Stored Items

In the event of item loss for which Contractor is liable while the item(s) was (were) in Contractor's possession, the County agrees that the Declared Value for the item loss is the lesser of (i) the actual cost, including transportation costs, to the County of repair, replace or reproduce the item loss (ii) the fair market value of the item loss on the date County knows or should know of the Item loss; (iii) \$0.60 per pound of the item. County may increase Contractor's liability on all the items subject to services up to indicated dollar limits by purchasing Additional Valuation. Additional Valuation is not valid unless purchased before any item loss. Additional Valuation is charged monthly on stored items. County(s) failure to purchase Additional Valuation is an acceptance or the Declared Value. WBWF means "We Break We Fix" up to the selected Valuation for all items serviced.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure

to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting: Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance published and summarized here <https://www.smcgov.org/hr/san-mateo-countys-living-wage-ordinance-lwo> and as may be amended from time to time., including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance..

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on

an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records: Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause: Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law: Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Company: County of San Mateo
Name/Title: Robert Manchia, County Chief Financial Officer
Address: 400 County Center, 1st Floor
Redwood City, CA 94063
Telephone: (650) 363-4123
Email: rmanchia@smcgov.org

In the case of Contractor, to:

Company: Corovan Moving & Storage Co.
Name/Title: Harry Lauderdale, Director of Operations Northern California
Address: 650 Lenfast Road
San Jose, CA 95133
Telephone: (408) 678-3200
Email: hlauderdale@corovan.com
EC Email: mdanko@corovan.com
EC Email: ofuentes@corovan.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

20. Prevailing Wage

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2- Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor: Corovan Moving and Storage

DocuSigned by:
Harry Lauderdale
E4067400D5A1443...

5/30/2024

Harry Lauderdale

Contractor Signature

Date

Contractor Name (please print)



For County:

Michael P. Callagy

June 25, 2024

Michael P. Callagy

Purchasing Agent Signature
(Department Head or
Authorized Designee)
County of San Mateo

Date

Purchasing Agent Name (please print)
(Department Head or **Authorized** Designee)
County of San Mateo

County Executive
Purchasing Agent or **Authorized** Designee
Job Title (please print)
County of San Mateo

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

1. Provide a dedicated warehouse and services for storage of surplus materials (which materials shall not include firearms, ammunition, explosives, noxious chemicals including mace, hand sanitizer and alcohol-based products, pharmaceuticals, flammables and hazardous materials).
2. County representatives may perform physical inspection and crosscheck of the Contractor's inventory management system upon 48 business hours' notice and up to six times a year, or with greater frequency upon prior agreement between County and Contractor.
3. Contractor will receive, inventory and store County materials in dedicated pallet locations, and configure inventory management system for management and tracking of materials by County staff. Provide labor for accurate and timely inventory management including receiving, storing, crating and packing, pallet shrink wrapping, order fulfillment, shipping, staging and assembly, transporting and tracking inventory.
4. Record and update changes in inventory in the inventory management system within 24 hours of change.
5. Provide customized inventory management as set forth below:
 - a) A Warehouse Work Order is created for each request where the warehouse operation is for shipment.
 - b) Customer goods received for storage will have an asset barcode affixed to each pallet, item or carton. The goods will be inventoried, scanned and described to the standard level of detail using a catalog of articles commonly received. In some instances, customers require a higher level of detail than would be captured with a standard level of detail. In those instances, a custom article catalog would be created to describe the goods for that specific customer, thus capturing the necessary information to meet the customer requirements.
 - c) Once the items are inventoried and scanned, a barcoded pallet card will be affixed to each pallet.

All items inventoried with an asset barcode will be moved, using a scanner, to the affixed pallet card. The pallet will be relocated to the appropriate barcoded storage location within the warehouse facility using a scanner, so the goods and pallet can be tracked throughout the warehouse facility.
 - d) A printed copy of an inventory report can be produced and forward to the customer. The inventory report can also be converted to an Excel spreadsheet and forward to the customer through email. Some customers prefer their inventory be viewed on-line through the use of a proprietary web portal.
6. Record and manage all impaired and/or damaged inventory items within 24 hours of discovery of

such impairment or damage.

7. Complete full, detailed, and updated monthly inventory reports (crosscheck physical inventory with inventory management system) at the County's request.
8. Provide transportation services for County materials (which materials shall exclude all firearms, ammunition, explosives, noxious chemicals including mace, hand sanitizer and alcohol based products, pharmaceuticals, flammables and hazardous materials).
9. Minimum Conditions and Specification of Facility, Staff and Services:

A. Operational Capabilities and Physical Environment

1. All warehouses spaces shall be kept clean and dry and protected from any water, weather, pest, or similar damage.
2. All warehouses shall have ground-level access to allow a hand pallet jack or forklift to transfer equipment directly in/out of the warehouse (min. 9 ft. wide)
3. All warehouses shall be capable of receiving an 18-wheeler tractor-trailer (70-80 ft.; 53 ft. trailer plus cab).
4. All warehouses shall have a forklift on-site or available that is able to move heavy/large equipment (i.e., with a minimum of 2,000 lbs. lift capacity).
5. All warehouses shall have pallet jacks and hand trucks to move light/small equipment.
6. All warehouses shall have platform lifts to pull inventory off top shelves.
7. All warehouses shall be accessible to an industrial Bobtail truck.
8. All warehouses shall have provide pallets for all inventory needs.
9. All warehouses shall have utilize the appropriate tools and equipment to accommodate a wide range of supplies.
10. All warehouses shall accommodate and handle safety items, and miscellaneous related items.

B. Staffing

1. Moving and transportation personnel to move County items from the San Mateo County Event Center within a 50 mile radius, and thereafter to other locations, on a project-by-project basis
2. Warehouse laborers: workers, movers, driver , forklift operators, warehouse managers, warehouse engineer or equivalent
3. Provide freight placement and recoument services within the warehouses
4. Provide inventory counting services, and barcode generation and placement

C. Inventory Management System

1. Barcode inventory keeping system that includes receiving and put-away, order picking and shipping, and cycle counting (inventory audits)
2. Cloud access to inventory keeping system accessible to County staff with customization

C. Safety and Security¹

1. All warehouses shall have building perimeter security fencing, locking entrances and exits, and 24/7 security measures in place to ensure the security of warehouse items (e.g., video recording systems), and to the extent the warehouse spaces are shared with other another tenant(s) that are not affiliated with Contractor, an eight foot demising interior fence.
2. Contractor shall have arrangements with local law enforcement for security services in the case of emergencies.
3. Contractor shall have completed Security Assessments for all warehouses.
4. All warehouses shall have overhead sprinklers throughout the facility and clear and easy access to fire extinguishers throughout the warehouse in accordance with local, State and Federal Fire & Building Codes.
5. All warehouses shall have lighting for nighttime operations in the warehouse and loading dock areas.
6. Contractor shall maintain confidentiality of County inventory and location.

¹ Contractor's web portal is proprietary and subject to a separate end user licensing agreement.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor the fees incurred at the rates specified below for the period beginning May 1, 2024 through the term of this Agreement.

Schedule of Rates (Schedule A1)

Description	Monthly Storage Charge
Minimum Monthly Storage Charge	\$100 Monthly
Vault (7'x6'x5')	\$78.00 Each/Month
Pallet Position, Standard (48"Wx48"Dx54"H)	\$29.00 Each/Month
Pallet Position, Non-std, Double High (48"Wx48"Dx102"H)	\$58.00 Each/Month
Pallet Position, Non-std, Double Wide (96"Wx48"Dx54"H)	\$58.00 Each/Month
Pallet Position, Non-std, Double Deep (96"Wx96"Dx54"H)	\$58.00 Each/Month
Bay Position (144"Wx48"Dx54"H)	\$104.00 Each/Month
Bay Position (2X deep) (144"Wx96"Dx54"H)	\$208.00 Each/Month
Per Cubic Foot	\$2.60 Each/Month
Per Cubic Foot	\$0.65 Each/Month
Warehouse Labor	\$50.00 Hourly
Warehouse Labor OT	\$75.00 Hourly
¼ Dumpster or Truckload Disposal	\$525.00
½ Dumpster or Truckload disposal	\$1,050.00
Full Dumpster load or Truckload disposal	\$2,100.00
Pallets (Materials)	\$18.19
Stretch Wrap (Materials)	\$37.45

Labor Services

Warehouse	Straight Rate ²	OT Rate ³	PT Rate ⁴	Emergency Rate ⁵
Warehouse Laborer	\$50.00 Per Hour	\$75.00 /Hr	\$100.00 /Hr	\$125.00 /Hr

² Mon-Fri, inside of 0800-1700

³ Mon-Fri, outside of 0800-1700 and inside of 12 hours worked, and Saturdays inside of 0800-1700.

⁴ Mon-Fri, outside of 12 hours worked, and Saturdays outside of 0800-1700 and inside of 12 hours worked.

⁵ Weekdays outside of 12 hours worked, Sundays and Federal/State Holidays

Moving and Transportation⁶	Straight Rate⁷	OT Rate⁸	PT Rate⁹	Emergency Rate¹⁰
1 Project Manager	\$70.00 /hr	\$105.00 /hr	\$140.00 /hr	\$187.00 / hr
1 Supervisor	\$56.00 /hr	\$84.00 /h	\$112.00 /hr	\$149.00 / hr
1 Driver & 1 Bobtail Truck	\$75.00 /hr	\$112.50 /hr	\$150.00 /hr	\$200.00 / hr
1 Forklift Driver & Forklift	\$75.00 /hr	\$112.50 /hr	\$150.00 /hr	\$200.00 / hr
1 Driver & Tractor Trailer Truck	\$85.00 /hr	\$127.50 /hr	\$170.00 /hr	\$227.00 / hr
1 Mover	\$41.00 /hr	\$61.50 /hr	\$82.00 /hr	\$109.00 / hr
1 Packer	\$44.00 /hr	\$66.00 /hr	\$88.00 /hr	\$117.00 / hr
1 COVID-19 Site Lead	\$75.00 /hr	\$112.50 /hr	\$150.00 /hr	\$200.00 / hr
Attachment E – Contractor Employee Administrative, Compliance and Audit Fees over five hours cumulatively	\$120.00 /hr	\$180.00 /hr		

Other Charges

Disposal Fees

1/4 Dumpster or Truckload	\$525.00 Each
1/2 Dumpster or Truckload	\$1,050.00 Each
3/4 Dumpster or Truckload	\$1,575.00 Each
Full Dumpster or Truckload	\$2,100.00 Each

Rentals

LOS Rental per 4-Wheel Dollie per week	\$9.36 /week
LOS Rental per Office/Library/Panel Cart per week	\$18.75 /week
LOS Rental per CoroCrate per week	\$1.30 /week
LOS Rental per Speed Pack per week	\$16.05 /week
LOS Rental per Storage Trailer per day	\$89.25 /day
LOS Rental per Storage Trailer per week	\$420.00 /week
LOS Rental per Storage Trailer per month	\$929.25 /month
LOS Rental per Specialty (railgate) Trailer per day	\$183.75 /day
LOS Rental per Specialty (railgate) Trailer per week	\$892.50 /week
LOS Rental per Specialty (railgate) Trailer per month	\$1,890.00 /month

Warehouse and Storage Materials (if required)

Stretch-Wrap	\$37.45 Per Roll
Stretch-Wrap (anti-static, or opaque)	\$93.09 Per Roll
Bubble-Wrap 48" (anti-static)	\$251.45 Per Roll
Pallets	\$18.19 Each
Corner Boards (cardboard)	\$4.28 Each
Speed Packs	\$34.24 Each
Banding Material (metal or nylon)	\$3.50 Per Ln. Ft.

Transportation and Moving Materials (if required)

1.5 Cubic Foot "Auto Bottom" Office Moving Carton (purchase)	\$3.10 /each
1.5 Cubic Foot "Auto Bottom" Office Moving Carton (rental)	\$2.50 /each

⁶ Four-hour minimum charge.

⁷ Mon-Fri, inside of 0800-1700

⁸ Mon-Fri, outside of 0800-1700 and inside of 12 hours worked, and Saturdays inside of 0800-1700.

⁹ Mon-Fri, outside of 12 hours worked, Saturdays outside of 0800-1700, and inside of 12 hours worked.

¹⁰ Weekdays outside of 12 hours worked, Sundays and Federal/State Holidays.

Speed Pack (E-Container)	\$35.20 /each
Microwave Cartons	\$12.10 /each
Mirror Cartons	\$13.75 /each
Computer Bags (keyboard, mouse, cables)	\$2.48 /each
Flat Screen Monitor Covers 30"x20" LG Bubble Bag	\$5.52 /each
Flat Screen Monitor Covers 40"x24" LG Bubble Bag	\$9.66 /each
Stretch Wrap Rolls	\$38.50 /roll
Stretch Wrap Rolls (Antistatic)	\$95.70 /roll
Stretch Wrap Rolls (Opaque)	\$95.70 /roll
Bubble Wrap: 24" wide	\$132.00 /roll
Bubble Wrap: 48" wide	\$258.50 /roll
Blue "Painter's" Tape	\$13.20 /roll
Packing Tape (plastic)	\$3.14 /roll
Carpet Mask	\$71.50 /roll

Miscellaneous

Energy Surcharge	7.50% / project
Consumable Supplies and Sanitation Charge	3.29% / project

Valuation

In the event of item loss for which Contractor is liable while the item(s) was (were) in Contractor's possession, the County agrees that the Declared Value for the item loss is the lesser of (i) the actual cost, including transportation costs, to the County of repair, replace or reproduce the item loss; (ii) the fair market value of the item loss on the date County knows or should know of the Item loss; (iii) \$0.60 per pound of the item. County may in accordance with the rates below, increase Contractor's liability on all the items subject to services up to indicated dollar limits by purchasing Additional Valuation. Additional Valuation is not valid unless purchased before any item loss. Additional Valuation is charged monthly on stored items. County(s) failure to purchase Additional Valuation is an acceptance of the Declared Value. WBWF means "We Break We Fix" up to the selected Valuation for all items serviced.

Storage Valuation Options, while goods are in storage

Option 1 - \$2500 WBWF Valuation	\$5.00 Flat, Per Month
Option 2 - \$10,000 WBWF Valuation	\$15.00 Flat, Per Month
Option 3 - \$50,000 WBWF Valuation	\$75.00 Flat, Per Month
Option 4 – FVP \$100,000 Valuation	\$125 Flat, Per Month
Option 5 – FVP \$250,000 Valuation	\$250 Flat, Per Month
Option 6 – FVP \$500,000 Valuation	\$500 Flat, Per Month

Transportation Valuation Options, while goods are moved / transported

Basic Valuation - \$.60 per pound per article	\$27.50 /project
Option 1: \$2,500 WBWF Valuation	\$55.00 /project
Option 2: \$10,000 WBWF Valuation	\$100.00 /project
Option 3: \$50,000 WBWF Valuation	\$550.00 /project
Option 4: \$100,000 FVP Valuation	\$935.00 /project
Option 5: \$250,000 FVP Valuation with a \$500 Deductible	\$2,062.50 /project
Option 6: \$500,000 FVP Valuation with a \$500 Deductible	\$4,125.00 /project

For the period of March 16, 2024, through April 30, 2024 the rates previously established in the Schedule of Rates (Schedule A) set forth below shall apply to any invoices

received or services provided during this period of time.

Schedule of Rates (Schedule A)

Monthly Storage Charge

Minimum Monthly Storage Charge

Vault (7'x6'x5')

Pallet Position, Standard (48"Wx48"Dx54"H)

Pallet Position, Non-std, Double High (48"Wx48"Dx102"H)

Pallet Position, Non-std, Double Wide (96"Wx48"Dx54"H)

Pallet Position, Non-std, Double Deep (96"Wx96"Dx54"H)

Bay Position (144"Wx48"Dx54"H)

Bay Position (2X deep) (144"Wx96"Dx54"H)

Per Square Foot

Per Cubic Foot

1. Additional services for which a specific rate is not listed will be offered at negotiated rate, in advance of providing the service.¹¹
2. All rates will remain the same with no increase over the term ending March 15, 2025. Any extension period of the agreement shall be subject to negotiation of a written agreement.
3. In order to receive payment for services provided in Exhibit A, Contractor shall submit to the County a detailed invoice on a monthly basis, which shall include, at minimum: (a) a description of services provided; and (b) the applicable rate(s) for such services as specified herein. Contractor's invoices should also include supporting documentation for any claimed expenses, including but not limited to all relevant invoices and receipts. By submitting an invoice, Contractor certifies that the services for which payment is requested (and that any costs for which reimbursement is sought) were actually, reasonably and necessarily incurred for services under this Agreement. Contractor agrees to provide such additional information and documentation as the County may reasonably request related to the request for payment.
4. Invoices shall be provided to County Chief Financial Officer, Roberto Manchia at rmanchia@smcgov.org with a CC to CEO_AP_Inbox@smcgov.org.
5. In accordance with Section 3 of the Agreement (Payments), in no event shall the County's total fiscal obligation exceed \$900,000.
6. This Agreement does not authorize or permit reimbursement for travel expenses.
7. Payment will be made within (30) business days after approval of the request for payment by the County Executive or designee.
8. The County may withhold all or part of payment if the County Executive or designee reasonably determines that Contractor has not satisfactorily performed the services or the supporting documentation is insufficient.

¹¹ Additional services include, but are not limited to installation and technical services, unitized Corotech pricing for hardware connect and disconnect services, Corotrak monitoring of moved items, and security related processes.

ATTACHMENT II MASTER SERVICES AGREEMENT

This Master Services Agreement is entered as of the “**Effective Date**” by Corovan Moving & Storage Co., a California corporation, or the applicable “**Affiliate**” as defined (collectively, “**Corovan**”) and “**Customer**”, collectively, the “**parties**”, and each a “**party**”.

Customer wishes to engage Corovan to provide “**Services**” (or “**Service**”) set forth in the SOW, as defined, for Customer’s tangible property and goods, or tangible property and goods in Customer’s rightful possession, as limited herein, (“**item**” or “**items**” or “**freight**”). Items do not include “Intangible Property” as defined. Therefore, the parties agree as follows:

1. Statements of Work. Corovan, its Affiliate or subcontractor will provide Services described in the statement of work agreed upon in writing by the parties (the “**SOW**”). In Corovan’s discretion the SOW shall not be scheduled and Service schedule dates shall not be held until a signed SOW is delivered to Corovan by Customer. To the extent Services are scheduled and rendered without signature, the Services shall be subject to this Agreement.

2. Contract Documents. The “**Agreement**” is this Master Services Agreement and Contract Documents as defined below: “**Contract Documents**” include the SOW, applicable Corovan commercial operating procedures manuals such as “Plan Your Move”, commercial storage, logistics services and machinery handling terms; Corovan estimates, quotes, rate sheets; Change Orders, as defined below; and other Corovan generated contract documents and Customer training materials appended or incorporated by reference, including web portal end user license agreements, and amendments to any of the foregoing, as applicable. This Agreement sets forth the terms and conditions for Corovan’s “**Warehouse Receipt**” for stored items and/or a “**Bill of Lading**” for services. “**Customer Terms**”, as defined, are rejected, except as set forth in Section 23. Corovan’s quoted rate is open for thirty days from the date on the quote. Scheduling, however is subject to availability, and scheduling changes may increase the rate.

3. Services and Obligations Conditioned upon the Services set forth in the Contract Documents:

(a) Moving. Corovan moves Customer’s items as a Service from one location to another location as a Service. Corovan’s quoted pricing for Services is an estimate. It is based upon moving and placing items once. Customer must have an adequate number of authorized representatives present at each origin and destination simultaneously to ensure Customer’s performance, to address specifications, sequences, placement, scheduling and impediments issues, and to otherwise facilitate the Services in a “shuttle”, unless priced as “load-and-go”. Customer representatives with signing authority approve and sign-off on any changes that may result from, for example: a change in the SOW; a mistake in the Contract Documents; impediments such as inadequate light, heat, air, power or parking; interrupted use of elevators; debris, obstacles and intrusions in the transportation route or the loading or unloading areas; Force Majeure Events; construction,

renovation or decorating work that interferes with the Services; concealed and unanticipated circumstances, such as safety concerns, that were not addressed in the original SOW; or post move requests for inspection, walk-through or reconfiguration (“**Change Orders**”). Unless otherwise agreed in writing prior to a move, Customer also provides all installation and instructional plan drawings to Corovan, and label all items to indicate placement at plan destination. Corovan provides industry standard labels for items, and labeling instructions. During the move, an adequate number of authorized representatives shall direct the one-time placement of items at destination, especially if instructional plan drawings are inadequate or labelling is deficient. Corovan offers as an additional service space planning expertise. Customer shall immediately inspect the items subject to Service, and the real property buildings and fixtures, and inform Corovan of any missing items, loss, damages or destruction Customer contends was caused by Corovan (“**Item Loss**”). Corovan is not responsible for removing labels. It is Customer’s obligation to ensure a safe work environment at origin and destination for Corovan’s employees and agents, free of risk of harm and personal injury. Corovan can refuse to perform Services to the extent there is unanticipated and undue risk of harm or personal injury to Corovan’s or Customer’s employees or agents, or undue risk of Losses. To effectuate Services, Corovan may also move Customer stored items to and from the Warehouse or Trailer, and Customer’s authorized representatives may not need to be present at the Warehouse or Trailer during this Service.

(b) Storage. Corovan stores Customer’s items as a Service. Storage can occur on Corovan’s real property and in Corovan’s building storage facilities (collectively “**Warehouse**”) or at Customer’s requested location in trailers, shipping containers, or similar mobile units (“**Trailers**”). Storage is subject to Warehouse Receipts and/or Bills of Lading. Customer may from time to time remove or add to the stored items at a Warehouse and Trailers, and all items and additional items stored with Corovan will also be subject to this Agreement. Customer may access the Warehouse during regular working hours on three (3) business days prior notice to Corovan by facsimile, web portal, email, or in writing. The Warehouse is not generally open to the public and access to the Warehouse shall be subject to additional signed terms and limitations of liability. Trailer access is more limited, unless Corovan grants Customer unrestricted access. Warehouse Customer shall complete a Customer Authorization/Signature Form. Customer shall immediately inspect the items delivered to or from the Warehouse or Trailer or when accessing the same, and inform Corovan of any Item Loss consistent with the terms of this Agreement. In the event Corovan gives Customer unrestricted access to Trailers, Corovan shall have no liability for any Losses. Corovan will not be liable for granting access to or possession of the stored items to any persons authorized in the Customer Profile, so instructed by Customer, or a person authorized or otherwise reasonably believed by Corovan to be an employee or representative of Customer.

Customer's authorized persons, personnel and agents shall also be subject to the terms and limitations of this Agreement, and Corovan reserves the right to restrict or deny access to any person, including Customer's authorized person, for any reason, including safety concerns. Corovan may relocate all or part of stored items to another Trailer location or Warehouse within a fifty (50) mile radius without advance notification to Customer, and any such relocation will not interfere with Corovan's enforcement of its lien rights. Corovan may remove, preserve, correct, or destroy Trailer and Warehouse stored items that are in violation of this Agreement or the law; or present a nuisance due to, for example, odors or emission; or harbor, for example, vermin, insects, mold, leaking substances, that are capable of presenting a safety hazard or risk to persons or property.

(c) Technology. Corovan shall work with Customer to develop a technology relocation plan; assist in the pre-relocation organization; inventory computers, printers, scanners, telephones and other technology assets; disconnect, reconnect and test technology equipment; supervise the technology Services; and otherwise provide limited technology related Services as provided in the Contract Documents. Customer shall, as applicable, comply with Sections 3(a) or 3(b).

(d) Machinery. Corovan, more particularly its machinery mover affiliate and subcontractors, shall load, crate, rig, transport, remove, or place heavy equipment items, and crane and perform final anchoring as a Service. Storage is also available. Other trades, such as electrical and plumbing disconnect and reconnect are the Customer's responsibility. Customer shall, as applicable, comply with Sections 3(a) or 3(b).

(e) Logistics. Corovan shall arrange for, plan, customize and manage the packing, handling, storage, transport, installation, import and export for Customer's special projects, as a Service. Customer shall, as applicable, comply with Sections 3(a) or 3(b).

(f) General Obligations. Customer shall remove from Service, or Corovan's access during Service, all jewelry, cash, coins, money, legal tender, stocks, bonds, collectibles, memorabilia, Intangible Property as defined, personal electronics, and items of private, confidential, ancestral, historical, or sentimental value, that may cause the Customer, item owner or the item's custodian inadequate direct damages and/or indirect damages, including emotional distress, if accessed, disclosed or lost. Instead, Customer's employees and agents must carefully secure, pack or move, and thereafter unsecure, unpack or place these items. Further, Customer shall (i) prior to Service, secure and notify Corovan in writing of any items that are concealed and are known, or to the best of Customer's knowledge should be known by the Customer to have an Item Loss value greater than five-hundred-dollars (greater than one-thousand-five-hundred-dollars total if items are palletized), or known to be fragile, an inherent vice, or susceptible to material risk of loss, damage or destruction during the Service, such as artwork, glass, mirrors, photographs, small plants, and memorabilia; (ii) accurately describe or agree with Corovan upon the accurate description of items in the Bill

of Lading or Warehouse Receipt, and not conceal from Corovan items of a material risk of loss or unforeseeable damage; (iii) comply with and inform Corovan in advance of all government, regulatory and property specific code, permit, insurance, compliance obligations and rules, so Corovan can comply and price Services appropriately; and (iv) comply with all Agreement terms, including Section 9 requirements.

4. Term. The term of the Agreement will commence on the Effective Date and will continue until completion of the services described in the SOW and Change Order (the "Term"). If the Agreement expires before completion of an outstanding SOW and Change Order, the Term will automatically extend as necessary for the parties to complete their respective obligations. If Corovan continues to possess stored items after the Agreement expires, the terms of the Agreement shall continue until all items have been removed from the Warehouse or Trailers.

5. Fees, Charges and Payment Terms.

(a) Customer shall pay Corovan in U.S. Dollars the actual charges and fees under this Agreement, including as provided in the Contract Documents and Change Orders or, if not provided, as provided in Corovan's standard rates as applicable from time to time.

(b) Services are conditioned upon payment. Payments are due in full prior to commencement of the applicable Services, unless otherwise agreed upon in writing by Corovan's credit department and senior management. Invoices for Services are mailed or emailed to the Customer and are due and payable within 15 days, unless otherwise agreed in a signed agreement per Section 23. Unless contested in writing by Customer within five (5) days after receipt, Customers mailed invoice for Services shall be deemed accepted and approved for payment by Customer. Corovan may invoice storage monthly, in advance, and Corovan reserves the right at any time to charge for advanced Services and expenses for stored items. If the Customer discounts payment to off-set for Losses, Customer immediately forfeits their claim for Losses. Alternatively, but not to the exclusion of Corovan's remedies, in its discretion Corovan may account for Customer's discount as non-payment of selected Additional Valuation.

(c) To Customer's payment, time is of the essence. Expedient processing of payments via ACH, credit card or lock box is to the parties' mutual benefit. As such, Customer waives Civil Cd § 1526 and Commercial Cd §3311, in that restrictive covenants on payment instruments for an accord and satisfaction, such as "payment in full" or similar terms, are agreed to be void and unenforceable, even if not redacted from the instrument by Corovan prior to negotiating the instrument. All delinquent payments will be subject to a late charge payable by Customer at the rate of 1.5% per month or, if otherwise adjudicated, not less than the maximum rate permitted by law, calculated from the date payment was due until the date payment is made. Customer will also pay all expenses incurred in collection of any unpaid balance, including reasonable attorneys' fees and costs. If Customer does not timely pay

Corovan’s invoice, Corovan may, at its discretion and without limiting its other remedies, immediately suspend all Services, terminate any pending SOW, withhold delivery of or access to all or any items, including stored items and Storage Media, demand that Customer pick-up stored items, or terminate this Agreement.

(d) Customer will pay and reimburse Corovan for all Services and expenses, such as materials and equipment, provided by Corovan under the Agreement, including (i) all Corovan personnel time involved in each transaction according to the then current Corovan standard rates or SOW; (ii) requisite overtime labor rates on weekdays and Saturdays, overtime labor rates before 5:00AM and after 5:00PM, and premium time on Sundays and holidays; (iii) drive time charges calculated on a portal-to-portal basis, including loading and unloading; (iv) all removal of debris and dump charges and fees, which Corovan may be obligated to pay, or Customer may request be incurred for the disposal of items; (v) all rental fees and charges including rental and replacement costs for sealable containers, dollies, carts and other equipment; (vi) all consumable packing, safety supplies; gloves, masks, sanitizer, etc., dunnage, bracing, fastening and moving supplies “**Consumables Supplies**” ranging between 3.29% and 5.25%; (vii) additional round trips beyond one delivery and one pickup, and changes from “shuttle” to “load-and-go” Services; (viii) Corovan personnel time and related expenses for failure to provide adequate and authorized representatives simultaneously at origin and destination; (ix) any Change Order fees and charges at the Corovan standard rates; (x) any Additional Valuation selected by the Customer; (xi) additional costs and expenses incurred from Force Majeure Event, or alterations and deviations from the SOW, its sequence or scheduling, that may result in a Change Order or additional fees and charges; (xii) any applicable sales taxes; (xiii) a **Supplemental Energy Charge** ranging between 7.12% and 12.00%; (xiv) expenditures advanced by Corovan, including but not limited to freight, COD, and license, government and permit charges;; (xv) a full month’s charge for fractional monthly storage services; (xvi) administrative processing fees for a minimum of ½ hour increments at warehousemen labor rates; (xvii) expenses incurred by Corovan at its discretion for the preservation, correction, removal or destruction of items, including items in violation of this Agreement, damaged items, or items that are a nuisance, safety hazard or risk to persons or property; (xviii) penalties or fines imposed upon Corovan for Customer’s breach of this Agreement or actions related thereto; (xix) any other agreed upon or legally available fees and charges; (xx) Customer charges for processing invoices on Customer’s invoice processing system; and (xxi) expenses for any online contractor management platforms required by Customer.

(e) Customer will not interfere with Corovan’s compliance with any federal, state or local labor laws such as the California Labor Code, health authority orders, and the Industrial Welfare Commission applicable Wage Orders, including minimum wage requirements, meal and rest periods, Corovan will and nondiscrimination laws and regulations. Corovan will

comply with wage laws minimally required of all employers regardless of industry, and Customer will inform Corovan, and Corovan will comply with additional federal, state or local provisions, such as prevailing wages, apprenticeship, living wages or other government requirements, or other government wage requirements (“**Prevailing Wage**”) or collective bargaining wage requirements. In the event Corovan mistakenly or inadvertently bids the Service without accounting for the Prevailing Wage or collective bargaining wage requirements, or Customer inaccurately instructs Corovan at any time that the Services are not subject to Prevailing Wage or a collective bargaining agreement requirements, including per Labor Cd §1725.5(d)(1), Corovan may at its option declare this Agreement or the applicable SOW null and void, in which case, Corovan may re-bid the project; or to the extent Services were provided, Customer shall compensate Corovan for any related damages, including per Labor Cd §1784. Corovan may commence an action for breach of this Section within four years of the breach.

(f) Corovan reserves the right to change rates without notice, at any time.

(g) Corovan performs C61/D34 installation, assembly, disassembly, and reassembly Services. Permitting, and all other trades, such as electrical, piping, plumbing, seismic calculations, etc. are the Customer’s responsibility. Any items, in particular used items, can have missing parts, present inadequate or inaccurate instructions, or suffer latent damages. Corovan does not represent and warrant that installation Services will comply with manufacturer specifications and warranty terms.

(h) Customer will at all times have primary responsibility to pay all Corovan invoices, regardless of whether Corovan agrees to accommodate Customer’s request by addressing billings to Customer’s affiliates or others.

6. Protection of Employment Relationships. Each party acknowledges and agrees that the other has invested substantial resources in assembling and training its staff of personnel, and that the loss of its employees disrupts, impairs and interferes with its business, and the ability to perform Services. Therefore, each Customer agrees that throughout the Term and for a period of one (1) year after the end of the Term, it will not directly or indirectly induce, recruit or solicit, or attempt to induce, recruit or solicit, any employee of Corovan or its Affiliates to leave his or her employment. This restriction will not apply to newspaper, online, or similar help wanted postings that are targeted generally to the public. As the exclusive remedy for a breach of this paragraph, Customer will pay Corovan party a lump sum amount equal to:

<u>Compensation in Past 52 Weeks</u>	<u>Liquidated Damages</u>
\$1.00 - \$49,999.99	\$10,000LD Minimum
\$50,000.00 – \$74,999.99	\$20,000LD
\$75,000.00 - \$99,999.99	\$25,000LD
\$100,000.00 - \$149,999.99	\$35,000LD
\$150,000.00 +	\$55,000LD

The liquidated damages shall never fall below

\$10,000.00, irrespective of the number of prior compensated weeks. In the event the employee worked less than 52 weeks, then the liquidated damages shall be calculated as follows: Prior compensation multiplied by (52 weeks divided by weeks worked) = 52 week compensation total. Apply this 52 week compensation total to charted liquidated damages. The parties each agree that quantifying damages for interference with the employment relationship is inherently difficult or impractical, and the foregoing payment is fair and reasonable under the circumstances existing on the Effective Date of this Agreement.

7. Corovan Confidential Information. “**Corovan Confidential Information**” means (a) trade secrets and other confidential information (whether written, electronic or verbal, and whether owned by Corovan or third parties) disclosed by Corovan to Customer, (b) information labeled as *Confidential* or equivalent at the time provided by Corovan to Customer, (c) information disclosed under circumstances that would indicate to a reasonable person that the information should be treated as confidential, (d) the content of the Agreement, and all proposals, marketing materials, videos, negotiations and disclosures leading up to the Agreement, or (e) all processes, procedures, pricing and payment terms obtained from Corovan electronically or via the Corovan web portal. Customer will use the Corovan Confidential Information only to further the purposes of this Agreement and not otherwise for its own use or benefit. Unless otherwise protected by law for a greater period of time, Customer will maintain the secrecy of the Corovan Confidential Information and will not in any way disclose the information for a period of three years after the expiration or other termination of this Agreement (except to Customer’s employees, attorneys and accountants with a need-to-know, and who are bound by confidentiality obligations equivalent to these provisions). Customer acknowledges that Corovan’s other customer services and pricings, which are unique to each of those customers, confidential to those customers, and will not under any circumstances be shared with Customer.

8. Content Disclaimer. *The content or condition of the contents is unknown, or is said to contain.* Corovan does not know whether all or part of the items in fact were received, moved or stored, or conform to the description such as a box, container, package or pallet in which the description is in terms of marks or labels or kind, quantity or condition; or that the content and condition of the moved items or stored items conform to the description on any package, label, or Contract Documents.

9. Customer Intangible Property.

(a) COROVAN DOES NOT SERVICE AND IS NOT RESPONSIBLE OR LIABLE FOR INTANGIBLE PROPERTY. “INTANGIBLE PROPERTY” IS INFORMATION AND DATA, INCLUDING BUT NOT LIMITED TO: VALUABLE, PROPRIETARY, BUSINESS CRITICAL AND CONFIDENTIAL INFORMATION; ELECTRONIC DATA; IDENTIFIABLE AND PRIVATE FINANCIAL, BUSINESS AND EMPLOYEE PERSONAL INFORMATION; HEALTHCARE AND MEDICAL INFORMATION; EDUCATIONAL INFORMATION;

WIRE, VERBAL OR ELECTRONIC COMMUNICATIONS; AND OTHER VALUABLE AND PROPRIETARY CONFIDENTIAL INFORMATION UNDER ANY APPLICABLE LAWS OR REGULATIONS. (b) INTANGIBLE PROPERTY, OWNED BY CUSTOMER, OR IN CUSTOMER’S POSSESSION, IS CUSTOMER’S RESPONSIBILITY, IRRESPECTIVE OF NOTICE, ACCESSIBILITY OR DISCLOSURE TO COROVAN. INTANGIBLE PROPERTY SHOULD NOT, AND IS NOT BEING MADE KNOWN, SHARED, DISCLOSED, PROCESSED OR USED BY COROVAN. RECEIPT, ACCESS TO, AND ANY DISCLOSURE OR KNOWLEDGE OF THE INTANGIBLE PROPERTY IS INCIDENTAL, AND NOT REQUIRED FOR COROVAN TO PERFORM THE SERVICES.

(c) COROVAN MAY HAVE POSSESSION OF CUSTOMER’S ITEMS, INCLUDING FILES, PAPERS, AND OTHER TANGIBLE MEDIUMS OF COMMUNICATION AND PHYSICAL INFORMATION OR DATA STORAGE, SUCH AS ANY SYSTEM, ELECTRONIC DEVICE, COMPUTER, SERVER, TAPE, FILM, CARTRIDGES, CASSETTES, DISKS, DRIVES, MEMORY CARDS (COLLECTIVELY “**STORAGE MEDIA**”). COROVAN MAY PROVIDE CONDUIT TRANSPORT OR TEMPORARY STORAGE OF THE INTANGIBLE PROPERTY. COROVAN, HOWEVER, DOES NOT INTEND TO POSSESS OR OBTAIN A LICENSE TO CUSTOMER’S INTANGIBLE PROPERTY, EVEN IF COROVAN IS IN POSSESSION OF CUSTOMER’S STORAGE MEDIA. INADVERTENT DISCLOSURE OR ACCESSIBILITY TO INTANGIBLE PROPERTY SHALL NOT RESULT IN COROVAN CONFIDENTIALITY OBLIGATIONS OR LIABILITY FOR LOSSES.

(d) CUSTOMER SHALL, AS A CONDITION PRECEDENT TO THIS AGREEMENT, ENCRYPT, PASSWORD PROTECT, REASONABLY SECURE AND CONCEAL ALL INTANGIBLE PROPERTY. CUSTOMER ACKNOWLEDGES THAT IT INTENDS TO MAINTAIN CONTROL AND NOT RELINQUISH POSSESSION OF THE INTANGIBLE PROPERTY.

(e) CUSTOMER SHALL, AS A CONDITION PRECEDENT TO THIS AGREEMENT, MAINTAIN A COPY AND BACK-UP OF THE INTANGIBLE PROPERTY IN A REASONABLY SECURE LOCATION, INACCESSIBLE TO COROVAN, ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS OR UNAUTHORIZED PERSONS.

10. Sealable Box and Container Security.

(a) Corovan provides a sealable box and container optional service for its Customers upon request. Prior to the commencement of Services the parties may determine the number and location of sealable containers required by Customer. Customer is responsible for packing the sealable containers.

(b) Customer will have the option to have Customer’s authorized representative(s) and Corovan’s authorized representative(s) together seal and inventory each sealable container; provide at least one authorized observer to confirm and sign-off on Corovan’s pick-up of the sealed containers, and confirm and sign-off on the delivery of the sealed containers to the destination with

unbroken seals.

(c) In addition to sealed containers, Customer will have the option to select other security alternatives including sealed truck doors, security guards, tubes and security tape, padlocks, extra secured storage, and Corovan or Customer escorts who remain with the items at all times during preparation, packing, loading, transport, storage, unloading, installation or delivery. Customer may also request customized security protection. Customer's exercise of any or all of these additional security options must be included in the Contract Documents signed by the parties, and will be subject to Corovan's rates and payment terms.

(d) Corovan does not represent or warrant that any boxes, containers and enclosures, or extra secure storage are theft-proof or impervious to improper access, misappropriation, dissemination, a Force Majeure Event or Item Loss. Nothing in this Section 10 expands Corovan's limited duties and/or liabilities as set forth in this Agreement.

(e) If the parties enter into a nondisclosure or confidentiality agreement, that agreement shall be subordinate to and superseded by this Agreement.

11. Compliance Obligations.

(a) Customer is solely responsible for ensuring that the Services will not include Corovan's handling, packing, moving, transporting, storing, transmitting, transferring, disposing, or otherwise accessing any (i) narcotics, firearms, ammunition, material that is explosive or combustible, pressurized, hazardous, toxic, gaseous, noxious in liquid or gaseous form, highly flammable, radioactive, medical waste, perishable, organic material that may attract nuisances, such as bacteria, viruses, mold, vermin, rodents, or insects, material that is otherwise illegal, dangerous, unsafe to store or handle in an enclosed area, or any material that is regulated under any federal or state law or regulation relating to the environment or hazardous materials, such as the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801, et seq.), and the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 9601, et seq.) ("**Hazardous Materials**"); (ii) material or technical information that requires protection from access by foreign persons because it contains technical information regarding defense articles or defense services within the meaning of the International Traffic in Arms Regulations (22 C.F.R. §120), or (iii) technical data within the meaning of the Export Administration Regulations (15 CFR §730-774), or (iv) Currency or Monetary Instruments as defined in (31 C.F.R. § 1010.100).

(b) The parties shall comply with all applicable laws, rules and regulations related to its obligations under this Agreement. Customer's premises, where Corovan employees and subcontractors may provide Services, must be free from all such materials and dangerous conditions. Customer is responsible for draining of fluids, removal of Hazardous Materials, sealing, prevention of leakage, and otherwise readying the items for moving or storage. Corovan will have the right, but not the

obligation, to open and inspect any items tendered by Customer that Corovan reasonably believes may not comply with the Contract Documents, and to refuse acceptance of any items that fail to comply with the Contract Documents. The Customer shall be fully responsible for complying with all applicable laws and regulations including the Federal Intermodal Safe Container Transportation Act of 1996.

12. Warranties and Representations. Each party warrants and represents that, at all times during the Term:

(a) it is duly organized, validly existing, duly qualified and in good standing to do business in all jurisdictions where it conducts activities related to this Agreement, except where the failure to so qualify would not have a material adverse effect on its business, or where the failure to so qualify would not have a material adverse effect on its ability to continue operation.;

(b) it has all necessary organizational power and authority to enter into this Agreement and Change Orders, and to bind and perform all of the obligations under this Agreement, including, under Education Cd §17604 when Customer is a school district;

(c) this Agreement has been duly authorized by all necessary corporate proceedings, has been duly executed and delivered and is a valid and legally binding agreement duly enforceable in accordance with its terms (except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general equity principles);

(d) the execution and delivery of this Agreement hereunder and the compliance with all provisions of this Agreement shall not: (i) conflict with, result in the breach of, constitute a default under or accelerate, terminate, modify or cancel or require any notice or consent under any agreement, contract, lease, license, instrument or other arrangement to which any party is a party or by which it is bound or to which any of its assets is subject, except for such violations, conflicts, breaches, defaults, accelerations, terminations or modifications that would not have a material adverse effect on its ability to fulfill its obligations under this Agreement; or (ii.) violate the certificate of organization, limited liability company agreement, or any other organizational document and

(e) there is no pending, nor to the knowledge of the parties, threatened, suit, action, arbitration or other proceedings of a legal, administrative or regulatory nature, or any governmental investigation, against the party or any of its affiliates or any officer, director or employee which would materially and adversely affect its financial condition or its ability to perform its obligations under this Agreement.

13. Customer Warranties and Representations.

Customer warrants and represents that, at all times during the Term: (a) Customer will be the owner or legal custodian with possessory rights to all items subject to any Services, (b) Customer will have the legal right and authority to store and transport the items, and otherwise direct the disposition, including ownership of the items in accordance with this Agreement; (c) all persons designated by the Customer as being an authorized

person, will be bound by the Agreement and will have full authority to order any Services, remove items, sign Contract Documents on behalf of Customer, and deliver, accept and dispose of items; and (d) Customer, its agents, employees and contractors shall not interfere with Corovan's performance and scheduling of Services. Customer will reimburse Corovan for any expenses reasonably incurred by Corovan (including attorney's fees and costs) by reason of Corovan's compliance with the instructions of Customer in the event of a dispute concerning ownership, custody or disposition of any items.

14. Liens and Other UCC Rights. Corovan shall be entitled to exercise its lien rights granted under California Civil Cd and common law, including § 3068 or its successor, to secure the payment of any monies due. The Customer acknowledges that Corovan has an absolute and unqualified right to exercise the enforcement of a warehouseman's and/or carrier's lien in accordance with the California Commercial Code for settlement of all charges, including reasonable attorney's fees incurred by Corovan. Corovan will have, and may exercise all rights granted to carriers by California law, including a lien on all Warehouse and Trailer stored items, and transported items, and the proceeds thereof, for all lawful fees and charges for Services as set forth in Section 5(d), and all other fees and charges in relation to the items or any part thereof, and for all reasonable fees and charges for notice and advertisement of sale, and for the sale of the items. Corovan may enforce the lien at any time either by public or private sale of the items without a judicial hearing. Customer acknowledges the public's right to viewing access prior to a lien sale. Corovan need not grant Customer access to the items or the Storage Media while Customer is in default. The lien will not prevent Corovan from exercising any other remedies it may have, nor will enforcement of the lien by lien sale bar Corovan's right to recover any account deficiencies from the Customer. In the event of Customer's breach, in its discretion Corovan may deliver the items to Customer's address set forth in the Contract Documents at Customer's sole cost and expense at Corovan's standard rates. Corovan may also agree to sell or assign Customer's account. In Corovan's discretion, upon a delinquent Customer's request, Corovan may agree to deliver or dispose of the delinquent Customer's items, and thereafter, the delinquent Customer waives the right to contest outstanding invoices for Services to date.

15. Independent Contractors. Corovan is not an agent, employee, joint venturer, fiduciary, or partner of Customer. Neither Customer nor Corovan has the right to exercise any control over the other party. Each party is responsible for the payment of its own taxes of all types, and for the hiring, firing, promoting, demoting, rates of pay, benefits and other terms and conditions regarding its own personnel. Unless otherwise specifically provided in this Agreement, neither party is authorized to enter into any contract or commitment on behalf of the other.

16. Non-Custodial Status. Corovan's performance of Services under this Agreement will not cause Corovan to

be deemed a "custodian" of any Customer records or a "designee" of Customer with respect to the records, or to have any obligation or liability as a custodian or designee under state or federal law with respect to the records.

17. Item Loss, Declared Value and Insurance.

(a) COROVAN'S RATES ARE DEPENDENT ON THE VALUE OF THE ITEMS SERVICED. IN THE EVENT OF A CLAIM FOR ITEM(S) DAMAGED FOR WHICH COROVAN IS LIABLE, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE MEASURE OF DAMAGES FOR ITEM LOSS, EXCEPT AS MAY BE LIMITED BY APPLICABLE LAW, IS THE LESSER OF (i) THE ACTUAL COST, INCLUDING TRANSPORTATION COSTS, FOR REPAIR, REPLACING OR REPRODUCING THE ITEM(S) DAMAGED; (ii) THE FAIR MARKET VALUE OF THE ITEM(S) DAMAGED ON THE DATE THE CUSTOMER KNEW OR SHOULD HAVE KNOWN OF THE ITEM LOSS; (iii) \$0.60 PER POUND OF THE ITEM(S) DAMAGED. 17(a)(i-ii) above are referred to as "We Break We Fix" or "WBWF".

(b) COROVAN'S MAXIMUM LIABILITY IS THE "**DECLARED VALUE**" OF \$0.60 PER POUND. CUSTOMER CAN CHOOSE A HIGHER DECLARED VALUE, AMENDING (a)(iii) ABOVE, BY SELECTING "**ADDITIONAL VALUATION**" ON THE QUOTE AND PURCHASING ADDITIONAL VALUATION BEFORE ITEM LOSS. CUSTOMER'S FAILURE TO SELECT AND PURCHASE ADDITIONAL VALUATION IS AN ACCEPTANCE OF THE DECLARED VALUE OF \$0.60 PER POUND. If Customer selects Additional Valuation with a deductible, then, except when waived herein, Corovan will be responsible for the Item Loss over the deductible. When purchased, an Additional Valuation premium is charged on the Customer's invoice. For stored items, the premium is charged monthly. Corovan reserves the right to charge Customer for \$0.60 per lb, and if the charge is unpaid default to \$0.10 per lb.

(c) Liability as provided in this paragraph will be the exclusive remedy of Customer and its Affiliates against Corovan for any claim or cause of action whatsoever relating to Item Loss, and will apply to all claims for loss, damage, expense or delay, including shortages and mysterious disappearances caused by Corovan's negligence or other fault, unless Customer proves by affirmative evidence that Corovan converted such property to Corovan's or its Affiliate's use. Customer waives any rights to rely upon any presumption of conversion imposed by law.

(d) COROVAN DOES NOT INSURE CUSTOMER'S ITEMS. Customer may purchase insurance through Shippers Interest Contingent Cargo Liability Insurance ("Third Party Insurance") for amounts in excess of the Declared Value or Additional Valuation. Customer will cause its insurers to waive all rights of subrogation against Corovan. Corovan may, at its option, assist Customer in identifying Third Party Insurance available for purchase by the Customer. Third Party Insurance is between the insurance company and Customer and Corovan is not a party to any such agreement. Corovan has no responsibility or liability with respect to the issuance or denial of Third Party Insurance, or in the

payment or denial of claims. **WARNING: OBTAIN THIRD PARTY EXPERT ADVICE WHEN PURCHASING INSURANCE, AND ALWAYS PURCHASE CO-INSURANCE FOR FULL FREIGHT VALUATION. COROVAN DOES NOT VALUE FREIGHT. CUSTOMER MUST SELECT, REPRESENT AND SET THE VALUE OF THE FREIGHT.** If the coverage is not equal to the damage or loss of the freight subject to Services, Corovan is not responsible for any loss deficit. The Customer shall bear any loss deficit. The terms of any Third Party Insurance policy, including, but not limited to, any and all exclusions, conditions, etc., govern the relationship.

(e) Upon Corovan's request, Customer shall inventory, or cooperate with Corovan in inventorying, items subject to Services, and represent in writing to Corovan the Item Loss value, collectively or individually, of the items subject to Services.

18. Indemnification.

(a) Customer shall indemnify, hold harmless, and at Corovan's request, defend Corovan, its officers, directors, customers, agents and employees ("Corovan Indemnitees"), against all claims, liabilities, damages, losses, and expenses, including attorneys' fees, interest, and cost of suit arising out of or in any way connected with the Services provided pursuant to this Agreement ("Claims") including, without limitation, (i) any Claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean-up costs, (ii) any Claims based on the negligence, omissions, or willful misconduct of Customer or any of Customer's employees, agents or contractors, (iii) the failure of Customer or any of Customer's employees, agents or contractors to comply with a requirement of applicable law, (iv) any Claims by a third party against Corovan Indemnitees alleging that the Services, or the results of such Services caused damage beyond Corovan's liability limits in this Agreement; (v) any Claims that, if true, would arise from or be attributable to a breach of Customer's Intangible Property obligations, legal compliance or Agreement obligations or terms; (vi) the inaccuracy or untruthfulness of any representation or warranty made by or on behalf of Customer in the Agreement; (vii) any Claim challenging Corovan's sole right, title and interest in payments for outstanding fees and expenses; (viii) Prevailing Wage or collective bargaining wage, union benefit, trust payment, or any other related Claims; (ix) Claims by authorized persons from the Customer Profile, agents, employees, assigns, government officials or members of the public having access to the Warehouse or Trailers, including as a result of lien sale; (x) Claims of superior rights to Corovan's possession of items; or (xi) Claims as authorized by law. The foregoing obligations will apply even if a Corovan Indemnitee's conduct contributed to the losses, but Customer's indemnification will not apply to the extent that losses were caused by a Corovan Indemnitee's willful misconduct or solely caused by a Corovan Indemnitee's negligence.

(b) Corovan will give Customer prompt written notice of

any Claim for which indemnification is sought. Failure to give notice will not diminish Customer's obligation under this Agreement if Customer knows, or to the best of Customer's knowledge, should have known of the existence of such Claim or if the failure does not materially prejudice Customer's ability to defend the Claim. Customer may select legal counsel to represent the Corovan Indemnitees (said counsel to be reasonably satisfactory to Corovan) and otherwise control the defense of such Claim. If Customer controls the defense of such Claim, Corovan may participate in the defense with its own counsel at its own expense. If Customer, within a reasonable time after receipt of notice, fails to defend the Corovan Indemnitees, Corovan may undertake the defense of and compromise or settle the Claim on behalf and at the risk of Customer. If the Claim is one that cannot by its nature be defended solely by Customer, Corovan will make available information and assistance as Customer may reasonably request, at Customer's expense. Customer may not, without Corovan's prior written consent, (i) consent to the entry of any judgment or enter into any settlement that provides for injunctive or other non-monetary relief affecting any Corovan Indemnitee, or (ii) consent to the entry of any judgment or enter into any settlement unless such judgment or settlement provides for an unconditional and full release of the Corovan Indemnitees and does not diminish any of Corovan's rights under this Agreement or result in additional fees or charges to Corovan. Customer's obligation to defend and indemnify under this Agreement will also apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability, product liability or otherwise. Corovan does not indemnify Customer, its employees, officers, directors, agents or assigns.

19. Liability, Limitations and Timing.

(a) Corovan is responsible for Losses resulting solely from Corovan's, or Corovan's agents, employees or subcontractor's failure to exercise the degree of care in relation to the items which a reasonably careful person operating under the terms of this Agreement would exercise under similar circumstances. Corovan is not liable for Losses that could not have been avoided by the exercise of reasonable care.

(b) Corovan will not be liable for delays, inability to perform, or Losses directly or indirectly caused by flood, severe weather, earthquakes or other acts of God, government actions, labor or civil unrest, acts of terrorism, riots, event that puts Corovan personnel at risk of injury, fire, power outages, traffic delays, road closures, mechanical, electronic or communications failure, seizure or legal process, government interventions, strikes, labor issues, riots, espionage, natural deterioration, atmospheric conditions including dampness and mold, or other causes beyond its reasonable control ("**Force Majeure Events**").

(c) Corovan will not be liable for Losses caused or related to Corovan's Services under any legal claim due to the inherent or perishable nature of the items under Service; acts of the Customer, its agents or employees such as breach of contract, assumption of the risk, or negligence; or Customer's agents or employees gifting of items to

Corovan's agents or employees, regardless of the Customer's employee's or agent's actual or ostensible authority to gift the item, or a mistake, and Corovan, its agents or employees, have no obligation to return the gifted item.

(d) Corovan does not represent or warrant that any truck, Warehouse, Trailer, sealable container, moving crate, or equipment is fireproof or that Customer's items cannot be destroyed or damaged by smoke, fire, water, sprinkler leaks, or Force Majeure Events. Corovan's vehicles, Trailers and Warehouses are not climate controlled.

(e) No tort claim, breach of contract, or claim for Item Loss (collectively "**Losses**") may be maintained against Corovan unless (i) timely written notice of the claim is delivered to Corovan within five (5) days after Corovan allegedly caused the Losses; (ii) Corovan is given access, within twenty-one (21) days of notice of the claim, to inspect the claimed Losses, to inspect the location of the claimed Losses, and to interview any witnesses to the claimed Losses; and (iii) Corovan is thereafter given the right of first refusal to pay for the claimed Losses, or make the repair or provide for the replacement of the claimed Item Loss. If Corovan pays for the Item Loss replacement, less any applicable deductible, Corovan shall have all title and salvage rights to any item or fixture replaced, or Corovan may reduce the salvage value from the replacement value paid, decline taking title, and leave the damaged item or fixture item with the Customer. If the Customer fails to perform per e(i-iii) above, Customer immediately forfeits their claim for Losses. All outstanding balances for Services shall also be timely paid in full, even if the invoice balance is contested by Customer, as there is no right to off-set per Section 5(b). Furthermore, no arbitration or other agreed upon legal proceeding may commence against Corovan for Losses unless the arbitration or other agreed upon legal proceeding is filed within one year after Corovan allegedly caused the Losses..

(f) Corovan shall not be liable to the extent Item Loss is caused (i) to items that are not both packed and unpacked by Corovan's employees or contractors; (ii) by the labels; (iii) to any concealed items the existence or valuation of which is hidden from, or not apparent, known or accessible to Corovan, (iv) by normal deterioration or mechanical malfunctions and aging of stored items that naturally occurs over time or that may occur as a consequence of aging; (v) by Customer's non-compliance with the requirements of this Agreement; (vi) for failure to post a watchman or security guard while performing Services, or at or around Corovan's Warehouse or Trailers, unless otherwise agreed; (vii) to items prone to tipping over, falling, causing injury to persons or property, or made with inherently fragile or breakable materials that are prone to cracking, breaking, chipping, splitting, peeling, tearing for which Corovan herein always recommends professional crating in advance, such as pressboard and soft-woods (eg. bookcases, credenzas, or items made of redwood), glass or plexi-glass items (eg. vases, table or desk top, mirrors, framed art or images, display cases, monitors, television screens, white boards, signage), and stone (eg. marble or granite); (viii) internal or external

mechanical, electronic and technical derangements of items, (eg. robots, lab equipment, copiers, ATM Machines, mechanical prototypes, vending machines, and inventions), as Corovan always recommends specialized vendor servicing before the item undergoes specialized crating, specialized crating of the item, vendor oversight of movement, specialized vendor uncrating, and reactivation at destination; and (xiv) flooring, paving or concrete damages caused by Corovan vehicles, equipment, crates, cranes, support footings, trailers or storage containers.

(g) Corovan shall not be liable for origin and destination damages or loss to real property and fixtures described in (f) above, or locations where there is an inherently high risk of damage to the property and fixtures, where customary and industry standard protective measures cannot be effectively employed (eg. narrow or marble staircases traversed with heavy or bulky items).

20. Limitation on Damages.

(a) COROVAN WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUE OR PROFITS, LOSS OF INFORMATION, INCLUDING INTANGIBLE PROPERTY, OR LOSS OF GOODWILL INCURRED OR SUFFERED BY CUSTOMER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT FORESEEABLE, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF THE LOSS, DAMAGE OR DESTRUCTION, AND EVEN IF THE ESSENTIAL PURPOSES OF THE REMEDIES FAIL.

(b) IN THE EVENT OF LOSS OR DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING FROM ANY AND ALL CLAIMS RELATED TO THE BREACH OF THIS AGREEMENT OR NONPERFORMANCE FOR WHICH COROVAN IS LIABLE, CUSTOMER AGREES THAT COROVAN'S MAXIMUM LIABILITY SHALL NOT EXCEED CHARGES AND FEES INVOICED CUSTOMER UNDER THIS AGREEMENT IN THE MONTH OF THE LOSS OR DAMAGE.

(c) The limitations of liability and damages in this Agreement are cumulative and apply to all causes of action in the aggregate, including without limitation, breach of contract, breach of warranty, workers compensation claims, negligence, strict liability, and other torts, indemnification, and statutory claims, if applicable. Customer acknowledges that it understands the legal and economic ramifications of the limitations of this Agreement, and agrees that such limitations allocate the various risks between the parties and constitute an essential part of this Agreement. Customer acknowledges that such limitations also apply for the benefit of their respective successors and permitted assigns, and for the benefit of Corovan's Affiliates.

21. Postponement and Termination.

(a) For Services, other than Storage Services, when the Customer cancels or postpones the Service less than two (2) business days prior to the date that the Services were schedule to begin, Customer agrees to pay Corovan ten percent (10%) of the estimated charge, cost

and expense, not as a penalty but as pre-negotiated damages; and, when less than twenty-four (24) hours prior to the time that the Services were scheduled to begin, Customer agrees to pay Corovan, in addition to the above pre-negotiated damages, a four hour crew minimum estimated charge, cost and expense, not as a penalty but as pre-negotiated damages. These pre-negotiated damages calculations are agreed upon between the Customer and Corovan due to the difficulty of fixing Corovan's actual damages in the event of this cancellation or postponement of the Services. Customer acknowledges and agrees that the pre-negotiated damages are a reasonable endeavor of the parties to estimate a fair average compensation for Corovan's losses that flow from the Customer's cancellation or postponement of the Services.

(b) Upon any termination of this Agreement or any SOW, Customer will immediately pay in full for all outstanding fees and expenses through the date of termination, including the fees and expenses for the delivery or pick-up of any items still in Corovan's possession. Upon receipt of full payment, all of the items in Corovan's possession or control will be promptly returned to Customer.

(c) Unless otherwise agreed, each party may terminate this Agreement or any SOW, without cause, upon thirty (30) days' prior written notice to the other party. Upon the date of termination, Corovan will cease performing on any outstanding SOW.

(d) If Corovan breaches this Agreement and fails to cure the breach within fifteen (15) days after delivery of written notice of the breach, the Customer may terminate this Agreement. If Customer breaches this Agreement, Corovan may immediately terminate this Agreement.

(e) Unless otherwise agreed, either party may terminate this Agreement effective upon written notice to the other party in the event (i) a petition in bankruptcy is filed by or against the other party and the petition is not dismissed within thirty (30) days after the filing; (ii) the other party becomes insolvent or makes an assignment for the benefit of its creditors; (iii) the other party discontinues the operation of its business in the normal course; or (iv) a receiver is appointed for the other party.

(f) All obligations which expressly or by their nature survive the termination of this Agreement will continue in full force and effect despite the termination of this Agreement, until satisfied or by their nature expire.

22. Dispute Resolution, Arbitration and Jury Trial Waiver.

Before filing any legal proceedings, the parties will first refer the dispute to their respective executive officers who will endeavor to resolve the dispute in a reasonable and good faith manner, either in person or by pre-scheduled teleconference. If the legal dispute cannot be resolved by the executive officers within ten (10) days after the first written notice of a request for the executive resolution, the unresolved legal dispute between the parties arising from or related to this Agreement, whether founded in contract, tort, statute or otherwise, will be determined exclusively by binding arbitration under the COMMERCIAL ARBITRATION RULES OF THE

AMERICAN ARBITRATION ASSOCIATION. THE LOCATION OF THE ARBITRATION SHALL BE SAN DIEGO COUNTY, CALIFORNIA. Expedited procedures shall apply per R-1(b). The proposed arbitrators from the National Roster under R-12(a) and E-4(a) shall all be residents of San Diego County. The arbitrator alternatively may order a telephonic or video conference hearing under E-6. The award shall be a written reasoned award. Service of a petition to confirm the arbitration award, or service of notice of a judgement debtors examination, may be at the Notice address of this Agreement, to the attorney for the party, or, if not so represented, to the party at the party's last known address. The prevailing party in any equitable action or legal action, including arbitration, will be entitled to an award of reasonable attorneys' fees, costs, expenses, and expert witness fees. Nothing in this Agreement will prevent either party from petitioning a court of competent jurisdiction to obtain a temporary restraining order, preliminary injunction, or other equitable remedies at any time. CUSTOMER AND COROVAN ACKNOWLEDGE THAT EACH IS, OF ITS CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVING, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL, THE CONSTITUTIONAL RIGHT TO TRIAL BY JURY IN THE EVENT OF A CLAIM OR LITIGATION REGARDING THE INTERPRETATION, PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT.

23. Other Important Provisions.

(a) The Agreement is a particular expression under CCP § 1859 and CC § 3534, and constitutes the final, complete and exclusive contract between the parties regarding the subject matter of the Agreement. All prior and contemporaneous agreements, understandings, representations and statements, whether verbal, written or electronic, including expired agreements are superseded by the Agreement. If any provision of this Agreement conflicts with a provision of any Corovan drafted and delivered Change Order or SOW, that Change Order or SOW will prevail with respect to the Services described in that Change Order and SOW. COROVAN EXPRESSLY REJECTS ANY PROVISION OF A CUSTOMER DRAFTED AND DELIVERED PURCHASE ORDER, STATEMENT OF WORK, CHANGE ORDER, OR SUBCONTRACTOR CONSTRUCTION AGREEMENT, IN ANY FORM, INCLUDING ELECTRONICALLY LINKED TERMS (COLLECTIVELY "**CUSTOMER TERMS**"), UNLESS EXPRESSLY STATED TO THE CONTRARY IN THE CUSTOMER TERMS BY REFERENCE TO THIS SECTION 23(a) AND TO THE SPECIFIC SECTION(S) OF THIS AGREEMENT THAT ARE INTENDED TO BE SUPERSEDED, FOR PURPOSES OF THOSE CUSTOMER TERMS ONLY, AND CUSTOMER TERMS HAVE BEEN ACCEPTED IN A SIGNED WRITING BY AN AUTHORIZED COROVAN OFFICER.

(b) Corovan generated Change Orders shall be enforceable if Corovan performs Customer requested, approved, or known, necessary and foreseeable additional Services itemized in the Change Order, even

if Customer fails or refuses to sign the Change Order. Change Orders may or may not be quantified to include total charges and fees set forth in 5(d) at the time Customer is asked to sign. Customer's refusal to sign a Change Order where Corovan's performance is undisputed is a material breach. For school district Customers, Change Orders subject to Education Cd §17604 signing protocols for Board approval are presumed impossible, it is assumed Customer onsite agent signing authority, and Corovan quantum meruit claims are an available Corovan remedy for school district nonpayment alleging lack of Board approval.

(c) If any term, clause or provision of this Agreement is determined to be void, illegal, unenforceable, or invalid in whole or in part for any reason, the void, illegal, unenforceable, or invalid term, clause or provision will be stricken and will not affect the remaining provisions of this Agreement, which will remain valid and enforceable to the fullest extent permitted by law

(d) Each person signing this Agreement and or any Corovan generated Change Orders represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants that the execution and delivery of this Agreement and the performance of its obligations under this Agreement have been duly authorized, and that this Agreement is a valid, legal and binding contract, which is enforceable in accordance with its terms.

(e) Move consultants or contractors that may be hired by Customer are not Corovan's customer, but shall be Customer's agent and authorized representative, with full authority to bind Customer. In the event a move consultant or contractor fails to pay Corovan, Customer shall remain liable to Corovan for charges and fees owing.

(f) This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. Facsimiles and electronic scans containing original signatures will be binding. The parties agree that the use of reputable electronic signature service providers is binding. In the event the Agreement is provided to Customer by email, mail or other delivery, and any of the Services are thereafter provided to the Customer by Corovan without signature to the Agreement, but with the Customer's knowledge and consent, then the Agreement will be deemed correct, complete and enforceable, and Customer agrees it received the benefit of the bargain, agrees it shall not be unjustly enriched by the Services, and agrees to be bound by the Agreement.

(g) Except as set forth in Section 23, his Agreement shall only be amended, modified and supplemented by written instrument signed by the obligated.

(h) This Agreement is governed by and will be interpreted and enforced in accordance with the laws of the State of California without regard to its conflict of laws principles. Except regarding the Consumables Supplies, the parties agree that this Agreement relates solely to the performance of services and, accordingly, is not governed by Article 2 of the Uniform Commercial Code

of any state.

(i) If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will favor or disfavor any party by virtue of the authorship of any of the provisions of this Agreement. Unless the context requires otherwise, all words used in this Agreement in the singular extend to and include the plural, all words in the plural number extend to and include the singular, and all words in any gender extend to and include all genders. The captions and headings are for reference purposes only and are not to be given any legal effect. All references in this Agreement to "including", "such as", "eg." or "for example" are intended to be interpreted in the broadest sense and without limitation. Unless otherwise stated in this Agreement, all references to "Sections" will refer to Sections of this Agreement.

(j) Each party agrees that if it breaches any obligations under this Agreement, the other party may suffer immediate and irreparable harm, for which monetary damages alone are not a sufficient remedy. Therefore, in addition to any other remedies the non-breaching party may have, the non-breaching party is entitled to seek injunctive relief, specific performance or any other form of equitable relief.

(k) Customer will not voluntarily or by operation of law assign, encumber or otherwise transfer all or any part of its rights, duties or other interests in this Agreement without Corovan's prior written consent, which consent may be reasonably withheld, and may require a satisfactory credit check of the assignee or pay-down or pay-off of any account balance due. The restrictions in this paragraph do not apply to any assignment by way of merger, consolidation or sale of all or substantially all of a party's stock or assets provided that prior written notice of the pending transfer is provided to the non-transferring party. Any assignment by Customer shall not constitute a release of liability for past, present or future account balances due, nor will any assignment constitute a release of Corovan's carrier's or warehouseman's lien rights. Customer and assignee shall be jointly and severally liable. Corovan may assign all or any part of this Agreement to any of its Affiliates or contractors, or may substitute any of its Affiliates or contractors to perform any Services. Subject to the foregoing, this Agreement is binding on, and inures to the benefit of the parties and their respective successors and permitted assigns. If an assignment is made in violation of this paragraph, it is void at Corovan's discretion..

(l) In the event Corovan Services items subject to a Customer internal dispute, such as a partnership dissolution, the parties requesting the Service and the parties accepting the Service, shall both be the Customer, and shall both be jointly and severally liable to Corovan for the Service performed.

(m) Nothing in this Agreement is intended to confer any rights or remedies on any persons or entities other than (i) the parties and their respective successors and permitted assigns, and (ii) the Affiliates of Corovan.

(n) All notices under this Agreement will be in writing and will be deemed to have been duly given if delivered

personally or by an internationally recognized courier service or, if between parties located in the United States, mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, to the parties at the addresses set forth herein. All notices shall be sent to the following address:

Corovan Corporation
Attn: Legal Department
12302 Kerran Street
Poway, California 92064

Customer's Address:
Registered agent for service of process, or see Contract Documents for mailing address, or items' origin address, or items' destination address.

Either party may change its address or designee for notification purposes by giving notice to the other of the new address or designee and the date upon which such change will become effective. Corovan is not obligated to research Customer's change of address, and to the extent Corovan incurs expenses researching Customer's address or contact information, Customer shall be charged for Corovan's expenses.

(o) Each party represents and warrants to the other that (i) it has completely read and fully understands the provisions of this Agreement, (ii) in executing this Agreement it has not relied on any promise or representation made by any person other than the promises and representations explicitly stated in this Agreement, and (iii) it has acted freely and under no duress, menace or undue influence in executing this Agreement.

(p) The failure of either party to enforce, in one or more instances, any of the provisions of this Agreement will not be construed as a waiver of the future performance

of any such provision.

(q) "**Affiliate**" means any person or legal entity that directly or indirectly owns or controls a party, that is directly or indirectly owned or controlled by a party, or that is under common control with a party. For purposes of this definition, "control" means the power to direct or cause the direction of the management and policies of an entity. For purposes of this Agreement, the Affiliates of Corovan may be Cal Van Transportation Services, Inc., COV Office Furniture, Inc., San Diego Machinery Movers, Inc., COV Logistics Company, and the parent Corovan Corporation, and any existing or future entity owned or controlled by Corovan Corporation.

(r) In the event Corovan is obligated to comply with any subpoena or other government order or examination relating to Customer's items or otherwise related to Customer, Corovan shall promptly notify Customer upon receipt (unless such notice is prohibited by law). Customer will pay Corovan's standard rates for such compliance. Corovan will cooperate with Customer's efforts to quash or limit any such order, at Customer's expense. Customer authorizes Corovan to fully cooperate with any federal, state or local government inspections, and Corovan will bear no responsibility for Item Loss caused by the government.

(s) The exercise by Corovan of one or more of the remedies provided in this Agreement shall not prevent the subsequent exercise by Corovan of any one or more of the other remedies herein provided. All remedies provided for in this Agreement are cumulative and may, at the election of Corovan, be exercised alternatively, successively or in any other manner, and are in addition to any of the rights provided by law.