

**Agreement No. Resolution No. 081283(c)**

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND MEK Enterprises, Inc.**

This Agreement is entered into this June 10, 2025, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and MEK Enterprises, Inc., hereinafter called "Contractor."

\* \* \*

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 on-call moving services.

**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

Exhibit C---Contractor Rate Sheet

**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 Two Hundred Thousand and 00/100 Dollars (\$200,000.00). 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.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from Tuesday, June 10, 2025 through Sunday, June 9, 2030.

## **5. Termination**

This Agreement may be terminated by Contractor or by the Director 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 to 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**

### **10.1. 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.

### **10.2. 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.

### 10.3. 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

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.

## 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**

### **12.1. 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.

### **12.2. 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.

### **12.3. 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.

### **12.4. 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.

### **12.5. 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.

### **12.6. 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.

#### **12.7. 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.

#### **12.8. 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, 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 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:

Name/Title: Roxanne Maquinana/Program Services Manager  
Address: 555 County Center, Redwood City, CA, 94063  
Telephone: (650) 363-4100  
Email: rmaquinana@smcgov.org

In the case of Contractor, to:

Name/Title: Melissa Fernandez/Operations Coordinator  
Address: 11491 Woodside Avenue, Santee, CA 92071  
Telephone: 619-527-0957  
Email: melissa@4mek.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](http://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


**21. Rehabilitation Act of 1973**

Refer to the attachment required to be completed by the Contractor.

SIGNATURE PAGE TO FOLLOW

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

For Contractor: MEK Enterprises, Inc.

<small>DocuSigned by:</small>  <small>B5D9300725A04CA...</small>	5/21/2025	Grant Sawyer
Contractor Signature	Date	Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  Resolution No. 081283(c)  
President, Board of Supervisors, San Mateo County

Date: June 10, 2025

ATTEST:

By:   
Clerk of Said Board

## **Exhibit A**

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

The Contractor shall provide **On-Call Moving Services** on an 'as-needed' basis to furnish the necessary labor, materials, equipment/tools, transportation, etc., as fully required to complete the move of furniture, files and office contents for a variety of projects in the County of San Mateo's facilities from their existing locations into new spaces within the County.

The Contractor is responsible for coordination with applicable local, state, and federal authorities that have jurisdiction, per building code requirements, to ensure conformance, while providing services under this agreement on various public works projects.

The Contractor is responsible for cleaning up the area after work is completed.

Moving services may require, but are not limited to:

- Pre-planning may include a walkthrough with a Department designee.
- Building to building moving services (including transport by truck).
- Office to office moving services (within the same building; no transport needed).
- Building/Office to County warehouse moving services and/or disposal or recycling services (including transport by truck).
  - Chain of custody to be maintained when transporting items to surplus and/or for disposal.
- Short term storage of items such as boxes, furniture, and other office items.
- Contractor must pack all furniture and equipment as to not damage County property.
- Contractor will be responsible for any disassembly/reassembly of furniture and equipment required for relocation or unbolting items secured against walls or other items.
- County personnel items will be packed and unpacked by the employee.
- Contractor to provide moving supplies when requested including delivery of materials prior to move. Moving supplies may include one-time purchase items, such as, cardboard boxes, shrink wrap, and bubble wrap. Or rental of items such as plastic moving boxes.
- Contractor must properly dispose of all materials, furniture, and supplies/equipment, including breakdown of boxes/containers and recycling.
- Communicate and coordinate all aspects of the move with the Department designee, including building or office access, packing (if required), parking, and any other special requirement(s).

### Electronic Equipment

- Moving of electronic equipment, as requested:
- Services requested may include disconnecting and reconnecting desktop computer equipment, as well as packaging and wrapping the various equipment and cables for transportation. Services may also include detaching monitors from monitor arms and re-attaching the monitors to new monitor arms.

- Services requested may also include removing large monitors or TV's from wall mounts, removal of wall mounts, packing/wrapping the various equipment and cables for transportation, and reinstallation of the wall mounts and monitors/TV's at the new location.

#### Moving Equipment and Supplies

- Moving equipment and supplies
- All wheeled equipment shall have non-marring wheels.
- As needed or requested, provide padded wall covers to protect elevators, hallways, doorways, and flooring protection for carpet and tile surfaces at no extra cost to the County.
- Equipment shall be in good working condition and capable of performing its intended function without failure or risk to safety, as determined by the County and/or the Department's designee in their sole discretion.
- Vehicles shall be properly registered, licensed and insured, and only workers with a current/valid driver's license shall be permitted to operate a vehicle. Any equipment or vehicle that fails during the move shall be immediately replaced to not delay moving operations.
- Moving Trucks: provide box-style (fully enclosed) and/or tractor-trailer moving trucks for the transportation of contents from the origination location to the destination location. Trucks equipped with lift-gates or ramps shall be provided, as necessary.
- When request, provide opaque heavy plastic wrap or non-translucent plastic covers, secured to the cart, to conceal the contents of all moving carts during transportation, at no extra cost to the County.
- Additional Lift Equipment: Equipment of sufficient size and capacity for moving heavy items, such as safes and 5 drawer filing cabinets.
- Inclement Weather Provisions: Provide temporary measures such as tarps, covers, tents, and the like, to protect all items being moved from inclement weather, at no extra cost to the County.

#### Moving Crews

- Contractor personnel must wear a uniform or identifying shirts at all times, including identifying name tag or badge.
- A minimum of two (2) moving personnel must be assigned per job.
- Provide experienced personnel who shall maintain professional conduct while on premises. Personnel will be experienced with large office moves.
- Day laborers are not allowed under this RFP
- Contractor must provide proper supervision for moving crews.
- A minimum of one (1) supervisor must be on-site for moves requiring four (4) or more personnel, and/or as agreed upon by the contract and County designee.

#### Special Provisions

- Be responsible for safeguarding and protecting its own work, materials, tools and equipment. The County will not be liable for misplaced materials, tools, or equipment.

- Keep the premises free from excessive accumulation of waste material caused by its employees or work and remove such waste material caused by its employees, at no extra cost to the County.
- Note and report any visible damage, other than normal wear and tear, to any items being moved. All damage noted after the move that is not in the initial report will be deemed damage caused by the Contractor, and the Contractor shall be liable for the cost of repairs or replacement.
- Be responsible for providing and the placement of barricades, tarps, plastic, flag tape, and other safety traffic control equipment required to protect its employees, the public, surrounding areas, equipment, and vehicles.
- The flow of vehicular traffic shall not be impeded at any time during a project. The safety of the Contractor's employees and the public is of prime concern to the County, and the Contractor must take all necessary steps to ensure proper safety during the Contractor's performance.
- Use appropriate vehicle(s) capable of meeting the material handling requirements, and building access, as well as to avoid multiple trips. Vehicle(s) used shall be equipped with lift gates or ramps to provide easy and safe material loading and offloading, as warranted.
- Transportation is any motorized vehicle such as a truck, van, forklift, scissor lift, or tractor trailer. All transportation shall be supplied with a legally qualified driver/operator (possessing a valid Driver's License or operator license).
- The driver or operator of any motorized vehicle, including material handling equipment will also perform moving work as provided by a laborer.
- Not sub-contract any part of the move without the prior written approval of the County designees authorized representative
- Occasionally, projects may require security, background clearance checks, and finger printing which are mandatory for admission to certain facilities and will be specified upon a request for quote from the the County designee.

Task Order Negotiation:

Contractor shall be entitled to payments in consideration for work performed per above, and based on those professional fees set forth in Exhibit B. Separate and individual "not-to-exceed" (NTE) cost proposals may be requested from Contractor during the term of the Agreement. The Department shall review the proposal as to scope, cost and delivery schedule.

Task Order Authorization:

Each task order shall include specific work requirements, time frames for completion and NTE cost amount, which shall be mutually agreed upon by Contractor and County in writing prior to commencement of each task order. Once a proposal is found to be acceptable, a task order authorization shall be issued, as needed and at the Department's sole discretion for each individual project or scope of work as defined in the task order. The contractor shall commence work upon receipt of task order authorization. The contractor agrees to complete the approved project or task order work for an amount equal to or less than the approved project or task order NTE amount and within the time limits set forth in the approved project or task order timetable.

Changes in Work:

Upon agreement by both County and Contractor, any substantive changes to the timeline, “not-to-exceed” amount, or scope of work of a task order must be approved in writing and will result in an amendment to the task order. All other terms and conditions of the Agreement shall remain in full force and effect.

Any additional work must be authorized in writing, upon the request of the Director of Public Works, or their designated representative. Work performed without written authorization/approval from the County will not be reimbursed.

## **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 based on the following fee schedule and terms:

### **Amount and Method of Payment:**

County shall pay Contractor based on the terms of the individually approved task orders under this on call agreement. The Contractor may have several task orders assigned by the County as part of this on-call agreement. Payment shall not be made for any work unless approved and authorized in advance by the County. Total compensation paid to the Contractor for all task orders assigned will not be greater than the NTE amount of the agreement and may be less than the NTE amount of the agreement. Since this is an on-call agreement, the number of task orders issued is indeterminate, the resulting total compensation paid to the Contractor may be significantly less than the NTE amount of the agreement. The Contractor's fee schedule rates shall not be adjusted unless approved through a contract amendment by the Contractor and the County.

Invoice(s) shall be submitted by the Contractor according to progress achieved and recognized by the Department, for payment by the County thirty (30) working days from date of receipt, provided that the invoices are complete and absent errors and/or corrections as may be found upon review of invoice(s).

### **Reimbursable Expenses:**

Reasonable and necessary expenses related to the services performed and actually incurred shall be reimbursed at cost, or as stipulated in Exhibit "B", Payments, upon submission of an expense report with backup documentation and County approval. Reimbursable expenses shall be included in the "not-to-exceed" cost proposals. Reimbursable expenses are defined as job-related expenses directly incurred by the Contractor in the performance of services provided under the agreement. These include mail and overnight delivery services, and similar, and travel expenses within a 50-mile radius from Contractor's office to the job site. Reimbursement for all other travel in connection with the project or task order shall be at the same rate granted to employees of the County and must be approved in advance and in writing by the County.

### **Other Payment Terms:**

The Contractor shall comply with prevailing wage laws, when the project requires it, and as determined by the Department of Industrial Relations.

Additional costs for services deemed necessary by the County for the completion of each task order shall be authorized in writing prior to proceeding with work. Billing rates for services provided under this Agreement shall be based upon **Exhibit C Contractor's rate schedule** referenced as part of this Agreement. The County reserves the right to withhold payment if the quality or quantity of the work performed is unacceptable.

The Contractor applies labor rates based on the time of day, total hours worked, and the day of the week. Definitions for when each rate applies are as follows:

- Standard Hours: Under 8 hours per day, under 40 per week, excluding holidays.
- Overtime Hours: Hours exceeding 8 per day or 40 per week.
- Double Time: Sundays, holidays, and hours exceeding 12 in one day.

Invoices shall be submitted to the Department of Public Works at the completion of service. Payment will be made within thirty (30) days of receipt in the Accounting Division, a written itemized invoice identifying the Agreement number, Task Order, complete scope of work, specific work completed, location of work, and breakdown of charges.

In any event, the total payment for services of Contractor shall not exceed **\$200,000**, and the County shall have the right to withhold payment if the County determines that the quantity and/or quality of the work performed is unacceptable.

Remit invoices to:

County of San Mateo

Department of Public Works

Attn: Accounting Unit

555 County Center, 5th Floor

Redwood City, CA 94063

Email: [dpw\\_accounting@smcgov.org](mailto:dpw_accounting@smcgov.org)



**EXHIBIT C****RATE SCHEDULES-MEK ENTERPRISES,INC.**

## Staffing - Standard Wage

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
<b>Regular Hours</b>					
1	Project Manager	1	Hourly	\$54.19	\$54.19
2	Driver	1	Hourly	\$65.00	\$65.00
3	Mover/Packer	1	Hourly	\$41.04	\$41.04
4	Moving Supervisor	1	Hourly	\$41.04	\$41.04
5	Installer	1	Hourly	\$55.00	\$55.00
6	Installer Supervisor	1	Hourly	\$57.00	\$57.00
7	IT Tech Disconnect/Reconnect	1	Hourly	\$55.00	\$55.00
<b>Overtime Hours</b>					
1	Project Manager	1	Hourly	\$79.16	\$79.16
2	Driver	1	Hourly	\$90.55	\$90.55
3	Mover/Packer	1	Hourly	\$60.04	\$60.04
4	Moving Supervisor	1	Hourly	\$60.04	\$60.04
5	Installer	1	Hourly	\$84.55	\$84.55
6	Installer Supervisor	1	Hourly	\$84.55	\$84.55
7	IT Tech Disconnect/Reconnect	1	Hourly	\$82.50	\$82.50
<b>Double Time Hours</b>					
1	Project Manager	1	Hourly	\$110.00	\$110.00
2	Driver	1	Hourly	\$105.33	\$105.33
3	Mover/Packer	1	Hourly	\$79.03	\$79.03
4	Moving Supervisor	1	Hourly	\$82.00	\$82.00
5	Installer	1	Hourly	\$111.11	\$111.11
6	Installer Supervisor	1	Hourly	\$111.11	\$111.11
7	IT Tech Disconnect/Reconnect	1	Hourly	\$102.00	\$102.00

## Staffing - Prevailing Wage

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
<b>Regular Hours</b>					
1	Project Manager	1	Hourly	\$54.19	\$54.19
2	Driver	1	Hourly	\$90.34	\$90.34
3	Mover/Packer	1	Hourly	\$90.34	\$90.34
4	Moving Supervisor	1	Hourly	\$96.11	\$96.11
5	Installer	1	Hourly	\$90.34	\$90.34
6	Installer Supervisor	1	Hourly	\$96.11	\$96.11
7	IT Tech Disconnect/Reconnect	1	Hourly	\$120.00	\$120.00
<b>Overtime Hours</b>					
1	Project Manager	1	Hourly	\$79.76	\$79.76
2	Driver	1	Hourly	\$116.65	\$116.65
3	Mover/Packer	1	Hourly	\$116.65	\$116.65
4	Moving Supervisor	1	Hourly	\$124.94	\$124.94
5	Installer	1	Hourly	\$116.65	\$116.65
6	Installer Supervisor	1	Hourly	\$124.94	\$124.94
7	IT Tech Disconnect/Reconnect	1	Hourly	\$140.00	\$140.00
<b>Double Time Hours</b>					
1	Project Manager	1	Hourly	\$110.00	\$110.00
2	Driver	1	Hourly	\$142.97	\$142.97
3	Mover/Packer	1	Hourly	\$142.97	\$142.97
4	Moving Supervisor	1	Hourly	\$153.78	\$153.78
5	Installer	1	Hourly	\$142.97	\$142.97
6	Installer Supervisor	1	Hourly	\$153.78	\$153.78

7	IT Tech Disconnect/Reconnect	1	Hourly	\$180.00	\$180.00

### Transportation and Equipment\*

\*during moves only

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Moving Truck	1	Hourly	\$38.50	\$38.50
2	4-Wheel Dollies	1	Hourly	\$0.00	\$0.00
3	Library Cart	1	Hourly	\$4.00	\$4.00
4	Panel Cart	1	Hourly	\$4.00	\$4.00
5	Plastic Bin Wheels/Dollies	1	Hourly	\$4.00	\$4.00

### Material Sales or Material Rental

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	3.0 Cubic Foot Auto-Bottom Box	1	Per Box	\$2.50	\$2.50
2	Plastic Tape	1	Per Roll	\$2.00	\$2.00
3	Shrink Wrap/Stretch Wrap 20'x100' Roll	1	Per Roll	\$25.00	\$25.00
4	Bubble Wrap (24'x250' Roll - Small bubbles)	1	Per Roll	\$65.00	\$65.00
5	3.0 Cubic Foot Plastic Bin	1	Weekly Rental	\$3.00	\$3.00
6	Plastic Bin Wheels/Dollies	1	Weekly Rental	\$3.00	\$3.00
7	Computer Monitor Cover (40"x24")	1	Daily Rental	\$1.00	\$1.00

### Other Fees

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Disposal Fee	1	Per Ton	\$275.00	\$275.00
2	Dumpster Rental	1	Per 40 Cubic Yard Bin	\$1,800.00	\$1,800.00

Storage Fees

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Truck Overnight Hold	1	12 Hour Max	\$365.00	\$365.00
2	Vault (7'x6'x5')	1	Per Month	\$325.00	\$325.00
3	Pallet Position, Standard (48"Wx48"dx54"h)	1	Per Month	\$65.00	\$65.00

Rate Percentage Increase Per Year

Line Item	Description	Unit of Measure	Percentage
Standard Rate			
1	Staff Standard Rate Percentage Increase Per Year	Per Year	3%
Prevailing Wage Rate			
1	Staff Prevailing Wage Rate Percentage Increase Per Year	Per Year	3%