AMENDMENT 1 TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND COROVAN MOVING AND STORAGE CO.

THIS AMENDMENT 1 TO THE AGREEMENT, entered into this 14th day of March, 2023, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Corovan Moving and Storage Co., hereinafter called "Contractor";

<u>WITNESSETH</u>:

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

WHEREAS in response to the COVID-19 public health emergency, the Parties entered into this Agreement for the provision of warehousing services for storage of safety materials as specified in Exhibit A to the Agreement, in exchange for payments from the County in an amount not to exceed \$500,000 for the term March 16, 2022 through March 15, 2023; and

WHEREAS, the Parties now wish to amend the Agreement (this "Amendment 1") to increase the maximum payment amount authorized under the Agreement by \$600,000, from \$500,000 to a new total amount not to exceed \$1,100,000, to extend the term of the Agreement from March 16, 2022 through March 15, 2024, and replace Exhibit B with Exhibit B1 (rev. March 14, 2023).

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 of the Agreement ("Payments") is amended to read as follows:

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 B1. 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 ONE MILLION ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,100,000.00). 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 as capped above, 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.

2. Section 4 of the Agreement ("Term") is amended to read as follows:

Term:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from March 16, 2022, through March 15, 2024.

- **3.** Exhibit B to the Agreement is replaced in its entirety with and superseded by Exhibit B1 (rev. March 14, 2023), which Exhibit B1 is attached hereto and incorporated by reference as if fully set forth herein.
- 4. All other terms and conditions of the Agreement dated March 16, 2022, between the County and Contractor shall remain in full force and effect.

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

Richard K. Schmitz	3/7/2023	Richard R. Schmitz
Contractor Signature	Date	Contractor Name (please print)
For County:		
COUNTY OF SAN MATEO		
By: President, Board of Sup	ervisors, San Mateo Cour	nty
Date:		
ATTEST:		
By: Clerk of Said Board		

Exhibit B1 (rev. March 14, 2023)

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 and in the Schedule of Rates set forth herein (Schedule A). For any other services requested by the County, not listed on Schedule A, charges will be as agreed to in writing by the County and Contractor to the rendering of such services.

chedule of Rates (Schedule A)					
Monthly Storage Char	ge					
Minimum Monthly Stora	ge Charge					\$100 Monthly
Vault (7'x6'x5')						\$78.00 Each/Month
Pallet Position, Standard	(48"Wx48	'Dx54"H)				\$26.00 Each/Month
Pallet Position, Non-std,	Double Hig	h (48"Wx48	'Dx10	2"H)		\$52.00 Each/Month
Pallet Position, Non-std,	Double Wi	de (96"Wx48	"Dx54	!"H)		\$52.00 Each/Month
Pallet Position, Non-std,	Pallet Position, Non-std, Double Deep (96"Wx96"Dx54"H)				\$52.00 Each/Month	
Bay Position (144"Wx48"	Bay Position (144"Wx48"Dx54"H)				\$104.00 Each/Month	
Bay Position (2X deep) (1	Bay Position (2X deep) (144"Wx96"Dx54"H)				\$208.00 Each/Month	
Per Square Foot	Per Square Foot			\$2.60 Each/Month		
Per Cubic Foot	Per Cubic Foot				\$0.65 Each/Month	
Labor Services						
Warehouse	Straigh	t Rate ⁴	OT	Rate ⁵	PT Rate ⁶	Emergency Rate ⁷
Warehouse Laborer	\$50.00	Per Hour	\$75	.00 /Hr	\$100.00 /Hr	\$125.00 /Hr
Moving and Transportat	ion ⁸	Straight I	Rate ⁹	OT Rate ¹⁰	PT Rate ¹¹	Emergency Rate ¹²
1 Project Manager		\$70.00 /h	ır	\$105.00 /hr	\$140.00 /hr	\$187.00 / hr
1 Supervisor		\$56.00 /h	ır	\$84.00 /h	\$112.00 /hr	\$149.00 / hr
1 Driver & 1 Bobtail Truc	k	\$75.00 /h	ır	\$112.50 /hr	\$150.00 /hr	\$200.00 / hr
1 Forklift Driver & Forklif	t	\$75.00 /h	ır	\$112.50 /hr	\$150.00 /hr	\$200.00 / hr
1 Driver & Tractor Trailer	Truck	\$85.00 /1	ır	\$127.50 /hr	\$170.00 /hr	\$227.00 / hr
1 Mover		\$41.00 /h	ır	\$61.50 /hr	\$82.00 /hr	\$109.00 / hr
1 Packer		\$44.00 /h	ır	\$66.00 /hr	\$88.00 /hr	\$117.00 / hr
1 COVID-19 Site Lead		\$75.00 /H	ır	\$112.50 /hr	\$150.00 /hr	\$200.00 / hr
Attachment E — Contractor		\$120.00	/hr	\$180.00 /hr		
E 1 A 1 1 1 1 1 1 1						

Employee Administrative,

⁴ Mon-Fri. inside of 0800-1700

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

⁶ Mon-Fri, outside of 12 hours worked, and Saturdays outside of 0800-1700 and inside of 12 hours worked.

⁷ Weekdays outside of 12 hours worked, Sundays and Federal/State Holidays

⁸ Four-hour minimum charge.

⁹ Mon-Fri, inside of 0800-1700

 $^{^{10}}$ Mon-Fri, outside of 0800-1700 and inside of 12 hours worked, and Saturdays inside of 0800-1700.

¹¹ Mon-Fri, outside of 12 hours worked, Saturdays outside of 0800-1700, and inside of 12 hours worked.

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

Compliance and Audit Fees over	
five hours cummulatively	
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 (purchas	e) \$3.10 /each
1.5 Cubic Foot "Auto Bottom" Office Moving Carton (rental)	\$2.50 /each
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 Flat Screen Monitor Covers 40"x24" LG Bubble Bag	\$5.52 /each
Stretch Wrap Rolls	\$9.66 /each \$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

Attachment E — Contractor's Employee Administrative, Compliance and Audit Fees Expenses over \$500 Actual cost plus 10% processing fee

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 or 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

Projected Monthly, Annual and Three-year Budget (Routine Operations)

The projected monthly, and twelve month budget for routine operations is based on an estimated initial
and ongoing storage space of 1000-1200 standard pallet positions, contingent on repallitization efforts,
and 60 Straight Rate hours of labor per month. On-going warehouse handling each month will vary due to
the quantity of requests for items received or released from storage and will be invoiced accordingly.
Warehouse charges will be based on storage and services used in a calendar month, at the rate(s) listed in
the price schedule. Warehouse storage is invoiced a month in advance. Contractor will invoice based on
actual time, materials and services rendered. Warehouse handling will only be charged for months with
services are rendered.

Description	Rate	Qty	Monthly	Twelve Months
Dedicated Warehouse	\$26 / Strandard Pallets	1200 pallet positons	\$31,200.00	\$374,400.00
Labor and Warehouse Services	\$50.00 / Hr.	60 hrs	\$3,000.00	\$36,000.00

Projected Costs	\$34,200.00	\$410,000.00
1		

Projected Initial Set-up Budget

 The projected initial set-up budget assumes 1000 - 1200 pallet positions averaging 120 truck loads, operating during regular Straight Rate hours (0800-1700). Contractor will invoice based on actual time, materials and services rendered.

Estimated Initial Project Set-up

Description	Rate	Qty	Total	
Transportation/Relocation Cost per Load — 1000 — 1200 pallets (positions)	\$ 556.80	120		\$66,816.00
Set-up Warehouse to Receive Pallets	\$ 50.00	104	\$	5,200.00
Receive Inventory and Store 1000 - 1200 pallet positions	\$ 50.00	400	\$	20,000.00
Set-up Articles/Configure Web Portal	Flat Rate	NA	\$	2,000.00
Forklift and Driver at Destination	75.00	10		750.00
Stretch Wrap Approx 50 pallets per roll	\$37.45	40	\$	1,496.00
Labor to reduce 1453 to approximately 1000-1200 pallet positions	\$50.00	82	\$	4,100.00
Projected Initial Set-up Estimate				100,362.00

- Additional services for which a specific rate is not listed will be offered at negotiated rate, in advance of providing the service.¹³
- All rates will remain the same with no increase over the term ending March 15, 2023. Any extension
 period of the agreement shall be subject to negotiation of a written agreement.
- Payments received are to cover all costs of Contractor, including, but not limited to travel and completion of all paperwork.
- 6. Contractor will submit detailed invoices to include rates, hours billed hours and description of the work performed, with payment due and payable upon receipt of the invoice and no later than 30 days of the date of the invoice. Monthly rates shall be due in advance and invoiced separately. For stored material received during a month or stored for a portion of a month, charges will be assessed according to the Schedule of Rates.
- County shall have the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable if normal remedy procedures don't resolve the concern subject to County's standard timeframe.

¹³ 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.

8. As set forth in Section 3 (Payment) of the Agreement, as amended, the County's total fiscal obligation under this Agreement shall not exceed One Million One Hundred Thousand Dollars and Zero Cents (\$1,100,000.00). 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. The Parties agree that when payments made to Contractor under the Agreement reach seventy-five percent of the authorized limit above, the Parties shall meet and confer as to whether an amendment to the Agreement is necessary to increase the not to exceed budget.