

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

468



FROM: Economic Development Agency

SUBMITTAL DATE:
July 6, 2009

SUBJECT: Packing, Moving, and Installation Services Agreement for the Edward-Dean Museum

RECOMMENDED MOTION: That the Board of Supervisors approve and authorize the Chairman to execute the attached agreement between Burgess Moving & Storage and the County of Riverside (EDA) in the amount of \$139,900.

BACKGROUND: The Economic Development Agency (EDA) recently requested proposals for packing, moving, and installation services in order to select a moving company that will pack the museum artifacts, move them into storage, and then reinstall them in the museum after the museum renovation project is complete.

EDA received four proposals for museum moving services. Proposals were evaluated by staff on the criteria of cost, references/experience related to similar projects, inclusion of security mounting and CDBG Program forms. The two lowest bids were non-responsive, omitting requirements specified. Of the responsive bids, Burgess Moving & Storage was the lowest responsive bid.

Staff recommends that the Board of Supervisors approve the attached agreement.

[Signature]

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 139,900	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$	Budget Adjustment:	No
	Annual Net County Cost:	\$	For Fiscal Year:	2009-2010

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Community Development Block Grant	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *[Signature]*
Serena Chow

County Executive Office Signature

FORM APPROVED BY COUNTY COUNSEL
BY: *[Signature]* DATE: 7/6/09
NEAL R. KIPNIS Departmental Concurrence

Dep't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: *[Handwritten]*

District: 5

Agenda Number:

3.34

1 CFR 570] and is therefore subject to applicable Federal procurement, labor,
2 environmental, equal opportunity, and other regulations.

3 2.1 Contractor shall maintain and keep books and records on a current
4 basis, recording all transactions pertaining to this agreement in a form in accordance
5 with generally acceptable accounting principles. Said books and records shall be
6 made available to the County, the State of California, the Federal government, and to
7 any authorized representative thereof for the purposes of audit at all reasonable times
8 and places. All such books and records shall be retained for such periods of time as
9 required by law, provided, however, notwithstanding any shorter periods of retention,
10 all books, records, and supporting detail shall be retained for a period of at least four
11 (4) years after the expiration of the term of this Agreement.

12 3. PERIOD OF PERFORMANCE: The term of this Agreement shall be from
13 the date of execution of this Agreement and continue in effect through completion of
14 the scope of work, unless terminated as specified in Paragraph 6. All applicable
15 indemnification provisions in this Agreement shall remain in effect following the
16 termination of this Agreement.

17 4. COMPENSATION: The COUNTY shall pay the CONTRACTOR for
18 services performed and expenses incurred in accordance with the terms of Attachment
19 "B" attached hereto. The total amount of compensation paid to the CONTRACTOR
20 under this Agreement shall not exceed the sum of \$139,900 unless a written
21 amendment to this Agreement is executed by both parties prior to performance of
22 additional services.

23 4.1 Said compensation shall be paid in accordance with an invoice
24 submitted to COUNTY by CONTRACTOR in accordance with the terms of Attachment
25 "B" attached hereto and COUNTY shall pay the invoice within thirty (30) working days
26 from the date of receipt of the invoice.

27 5. INDEPENDENT CONTRACTOR: COUNTY retains CONTRACTOR on
28 an independent contractor basis. CONTRACTOR is not, and shall not be considered

1 to be in any manner, an employee, agent or representative of the COUNTY. Personnel
2 performing the Services under this Agreement on behalf of CONTRACTOR shall at all
3 times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR
4 shall pay all wages, salaries and other amounts due such personnel in connection with
5 their performance of Service and as required by law. CONTRACTOR shall be
6 responsible for all reports and obligations respecting such personnel, including but not
7 limited to, social security taxes, income tax withholdings, unemployment insurance,
8 and workers compensation insurance.

9 6. INDEMNIFICATION: CONTRACTOR shall indemnify and hold harmless
10 all Agencies, Districts, Special Districts and Departments of the County of Riverside,
11 their respective directors, officers, Board of Supervisors, elected and appointed
12 officials, employees, agents and representatives from any liability whatsoever, based
13 or asserted upon any services of CONTRACTOR, its officers, employees,
14 subcontractors, agents or representatives arising out of or in any way relating to this
15 Agreement, including but not limited to property damage, bodily injury, or death or any
16 other element of any kind or nature whatsoever and resulting from any reason
17 whatsoever arising from the performance of CONTRACTOR, its officers, agents,
18 employees, subcontractors, agents or representatives from this Agreement; and
19 CONTRACTOR shall defend, at its sole expense, all costs and fees including but not
20 limited to attorney fees, cost of investigation, defense and settlements or awards all
21 Agencies, Districts, Special Districts and Departments of the County of Riverside, their
22 respective directors, officers, Board of Supervisors, elected and appointed officials,
23 employees, agents and representatives in any claim or action based upon such alleged
24 acts or omissions.

25 With respect to any action or claim subject to indemnification herein by
26 CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel
27 of their own choice and shall have the right to adjust, settle, or compromise any such
28 action or claim without the prior consent of COUNTY; provided, however, that any such

1 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
2 CONTRACTOR'S indemnification to COUNTY as set forth herein. CONTRACTOR'S
3 obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY
4 the appropriate form of dismissal relieving COUNTY from any liability for the action or
5 claim involved

6 The specified insurance limits required in this Agreement shall in no way limit or
7 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the
8 COUNTY herein from third party claims.

9 In the event there is conflict between this clause and California Civil Code
10 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
11 interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to
12 the fullest extent allowed by law.

13 7. INSURANCE: Without limiting CONTRACTOR'S indemnification,
14 CONTRACTOR shall maintain in force at all times during the performance of this
15 Agreement, insurance policies evidencing coverage during the entire term of the
16 Agreement as follows:

17 7.1 Workers' Compensation: If Contractor has employees as defined
18 by the State of California, Contractor shall maintain Workers' Compensation Insurance
19 (Coverage A) as prescribed by the laws of the State of California. Policy shall include
20 Employers' Liability (Coverage B) including Occupational Disease with limits not less
21 than \$1,000,000 per person per accident. Policy shall be endorsed to waive
22 subrogation in favor of the County of Riverside; and, if applicable, to provide a
23 Borrowed Servant/Alternate Employer Endorsement.

24 7.2 Commercial General Liability: Commercial General Liability
25 insurance coverage, including but not limited to, premises liability, contractual liability,
26 completed operations, personal and advertising injury covering claims which may arise
27 from or out of Contractor's performance of its obligations hereunder. Policy shall name
28 the County of Riverside, its Agencies, Districts, Special Districts, and Departments,

1 their respective directors, officers, Board of Supervisors, elected officials, employees,
2 agents or representatives as Additional Insureds. Policy's limit of liability shall not be
3 less than \$1,000,000 per occurrence combined single limit. If such insurance contains
4 a general aggregate limit, it shall apply separately to this agreement or be no less than
5 two (2) times the occurrence limit.

6 7.3 Vehicle Liability: If vehicles or mobile equipment are used in the
7 performance of the obligations under this Agreement, Contractor shall maintain liability
8 insurance for all owned, non-owned or hired vehicles in an amount not less than
9 \$1,000,000 per occurrence combined single limit. If such insurance contains a general
10 aggregate limit, it shall apply separately to this agreement or be no less than two (2)
11 times the occurrence limit. Policy shall name the County of Riverside, its Agencies,
12 Districts, Special Districts, and Departments their respective directors, officers, Board
13 of Supervisors, elected officials, employees, agents, or representatives as Additional
14 Insureds.

15 7.4 General Insurance Provisions - All lines:

- 16 a. Any insurance carrier providing insurance coverage hereunder shall be
17 admitted to the State of California and have an A.M. BEST rating of not less
18 than an A: VIII (A: 8) unless such requirements are waived, in writing, by the
19 County Risk Manager. If the County's Risk Manager waives a requirement
20 for a particular insurer such waiver is only valid for that specific insurer and
21 only for one policy term.
- 22 b. The Contractor's insurance carrier(s) must declare its self-insured retentions.
23 If such self-insured retentions exceed \$500,000 per occurrence such
24 retentions shall have the prior written consent of the County Risk Manager
25 before the commencement of operations under this Agreement. Upon
26 notification of self insured retentions which are deemed unacceptable to the
27 County, at the election of the County's Risk Manager, Contractor's carriers
28 shall either; 1) reduce or eliminate such self-insured retentions as respects

1 this Agreement with the County, or 2) procure a bond which guarantees
2 payment of losses and related investigations, claims administration, defense
3 costs and expenses.

- 4 c. The Contractor shall cause their insurance carrier(s) to furnish the County of
5 Riverside with 1) a properly executed original Certificate(s) of Insurance and
6 certified original copies of Endorsements effecting coverage as required
7 herein; or, 2) if requested to do so orally or in writing by the County Risk
8 Manager, provide original Certified copies of policies including all
9 Endorsements and all attachments thereto, showing such insurance is in full
10 force and effect. Further, said Certificate(s) and policies of insurance shall
11 contain the covenant of the insurance carrier(s) shall provide no less than
12 thirty (30) days written notice be given to the County of Riverside prior to any
13 material modification or cancellation of such insurance. In the event of a
14 material modification or cancellation of coverage, this Agreement shall
15 terminate forthwith, unless the County of Riverside receives, prior to such
16 effective date, another properly executed original Certificate of Insurance
17 and original copies of endorsements or certified original policies, including all
18 endorsements and attachments thereto evidencing coverages and the
19 insurance required herein is in full force and effect. Individual(s) authorized
20 by the insurance carrier to do so on its behalf shall sign the original
21 endorsements for each policy and the Certificate of Insurance. **Contractor**
22 **shall not commence operations until the County of Riverside has been**
23 **furnished original Certificate (s) of Insurance and certified original**
24 **copies of endorsements or policies of insurance including all**
25 **endorsements and any and all other attachments as required in this**
26 **Section.**
- 27 d. It is understood and agreed by the parties hereto and the Contractor's
28 insurance company(s), that the Certificate(s) of Insurance and policies shall

1 so covenant and shall be construed as primary insurance, and the County's
2 insurance and/or deductibles and/or self-insured retentions or self-insured
3 programs shall not be construed as contributory.

4 e. If, during the term of this Agreement or any extension thereof, there is a
5 material change in the scope of services or performance of work the Risk
6 Manager of the County of Riverside reserves the right to adjust the types of
7 insurance required under this Agreement and the monetary limits of liability
8 for the insurance coverages required herein, if; in the County Risk Manager's
9 reasonable judgment, the amount or type of insurance carried by the
10 Contractor has become inadequate.

11 f. Contractor shall pass down the insurance obligations contained herein to all
12 tiers of sub-contractors working under this Agreement

13 8. TERMINATION: COUNTY may, by written notice to CONTRACTOR,
14 terminate this Agreement in whole or in part at any time. Such termination may be for
15 COUNTY'S convenience or because of CONTRACTOR'S failure to perform its duties
16 and obligations under this Agreement including, but not limited to, the failure of
17 CONTRACTOR to timely perform Services pursuant to the Schedule of Services
18 described in Attachment "A" to this Agreement.

19 8.1 Discontinuance of Services. Upon receipt of written Notice of
20 Termination, CONTRACTOR shall discontinue all affected Services within seven (7)
21 days of receipt of the Notice, unless otherwise directed by the Notice, and deliver to the
22 COUNTY all data, reports, and other related materials as may have been prepared or
23 accumulated by CONTRACTOR in performance of Services, whether completed or in
24 progress.

25 8.2 Effect of Termination For Convenience. If the termination is to be
26 for the convenience of the COUNTY, the COUNTY shall compensate CONTRACTOR
27 for Services satisfactorily provided through the date of termination. Such payment
28 shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for

1 anticipated profit on unperformed Services. CONTRACTOR shall provide
2 documentation deemed adequate by COUNTY'S Representative to show the Services
3 actually completed by CONTRACTOR prior to the date of termination. This Agreement
4 shall terminate seven (7) days following receipt by the CONTRACTOR of the written
5 Notice of Termination.

6 8.3 Effect of Termination For Cause. If the termination is due to the
7 failure of CONTRACTOR to fulfill its obligations under this Agreement, CONTRACTOR
8 shall be compensated for those Services which have been completed and accepted by
9 the COUNTY. In such case, the COUNTY may take over the work and prosecute the
10 same to completion by contract or otherwise. Further, CONTRACTOR shall be liable
11 to the COUNTY for any reasonable additional costs incurred by the COUNTY to revise
12 work for which the COUNTY has compensated CONTRACTOR under this Agreement,
13 but which the COUNTY has determined in its sole discretion needs to be revised in
14 part or whole to complete the Project. Following discontinuance of Services, the
15 COUNTY may arrange for a meeting with CONTRACTOR to determine what steps, if
16 any, CONTRACTOR can take to adequately fulfill its requirements under this
17 Agreement. In its sole discretion, COUNTY'S Representative may propose an
18 adjustment to the terms and conditions of the Agreement, including the contract price.
19 Such contract adjustments, if accepted in writing by the Parties, shall become binding
20 on CONTRACTOR and shall be performed as part of this Agreement. In the event of
21 termination for cause, unless otherwise agreed to in writing by the parties, this
22 Agreement shall terminate thirty (30) days following the date the Notice of Termination
23 was mailed to the CONTRACTOR. Termination of this Agreement for cause may be
24 considered by the COUNTY in determining whether to enter into future agreements
25 with CONTRACTOR.

26 8.4 Cumulative Remedies. The rights and remedies of the parties
27 provided in this Section are in addition to any other rights and remedies provided by
28 law or under this Agreement.

1 9. CONFLICT OF INTEREST: CONTRACTOR shall have no interest, and
2 shall not acquire any interest, direct or indirect, which will conflict in any manner or
3 degree with the performance of services required under this Agreement.

4 10. ADMINISTRATION: The Assistant County Executive Officer/EDA (or
5 designee) shall administer this Agreement on behalf of COUNTY.

6 11. ASSIGNMENT: This Agreement shall not be assigned by
7 CONTRACTOR, either in whole or in part, without prior written consent of COUNTY.
8 Any assignment or purported assignment of this Agreement by CONTRACTOR without
9 the prior written consent of COUNTY will be deemed void and of no force or effect.

10 12. NONDISCRIMINATION: CONTRACTOR represents that it is an equal
11 opportunity employer and it shall not discriminate against any employee or applicant for
12 employment because of race, religion, color, national origin, ancestry, sex, physical
13 condition, or age. Such non-discrimination shall include, but not be limited to, all
14 activities related to initial employment, upgrading, demotion, transfer, recruitment or
15 recruitment advertising, layoff or termination.

16 13. ALTERATION: No alteration or variation of the terms of this Agreement
17 shall be valid unless made in writing and signed by the parties hereto, and no oral
18 understanding or agreement not incorporated herein shall be binding on any of the
19 parties hereto.

20 14. LICENSE AND CERTIFICATION: CONTRACTOR verifies upon
21 execution of this Agreement, possession of a current and valid license in compliance
22 with any local, State, and Federal laws and regulations relative to the scope of services
23 to be performed under Attachment "A", and that services(s) will be performed by
24 properly trained and licensed staff.

25 15. CONFIDENTIALITY: CONTRACTOR shall observe all Federal, State
26 and COUNTY regulations concerning confidentiality of records. CONTRACTOR shall
27 refer all requests for information to COUNTY.

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1 16. JURISDICTION, VENUE, ATTORNEY'S FEES: This Agreement is to be
2 construed under the laws of the State of California. The parties agree to the
3 jurisdiction and venue of the appropriate courts in the County of Riverside, State of
4 California. Should action be brought to enforce or interpret the provisions of the
5 Agreement, the prevailing party shall be entitled to attorney's fees in addition to
6 whatever other relief is granted.

7 17. WAIVER: Any waiver by COUNTY of any breach of any one or more of
8 the terms of this Agreement shall not be construed to be a waiver of any subsequent or
9 other breach of the same or of any other term thereof. Failure on the part of the
10 COUNTY to require exact, full and complete compliance with any terms of this
11 Agreement shall not be construed as in any manner changing the terms hereof, or
12 estopping COUNTY from enforcement hereof.

13 18. SEVERABILITY: If any provision in this Agreement is held by a court of
14 competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will
15 nevertheless continue in full force without being impaired or invalidated in any way.

16 19. ENTIRE AGREEMENT: This Agreement constitutes the entire
17 agreement between the parties hereto with respect to the subject matter hereof and all
18 prior or contemporaneous agreements of any kind or nature relating to the same shall
19 be deemed to be merged herein. Any modifications to the terms of this Agreement
20 must be in writing and signed by the parties herein.

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20. NOTICES: All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

IN WITNESS WHEREOF, the parties hereto have caused their duly representatives to execute this Agreement.

COUNTY OF RIVERSIDE

BURGESS MOVING & STORAGE:

Jeff Stone, Chairman
Board of Supervisors

Ed Coelho,
President

APPROVED AS TO FORM:
FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis 7/6/09
By _____ DATE

ATTEST:
Kecia Harper-Ihem, Clerk

By _____
Deputy

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PROJECT SCOPE AND TIMELINE (ATTACHMENT "A")

SCOPE OF PROJECT

- Pack, crate and inventory Museum collection, including framed artwork, rugs, glassware, furniture, sculptures, display cases, pianos and clothing per Museum standards. Packing will consist of a mixture of corrugated and treated redwood crating materials.
- Transport collection to a County facility in Riverside for approximately 2 months. Items to be placed on floor with very little stacking due to the fragility of the collection.
- Return collection, unpack and install entire collection once renovation is complete. Installation to consist of hanging framed pictures in their original location using **SECURITY MOUNTS**, setting all displays and placing all books and collection on bookshelves/cabinets.
- Remove and dispose of all debris and packing materials.
- All items will be installed in their original location, based on digital photos taken of each area.

PROJECT TIMELINE

- **Move Out:** 2 Weeks (14 Days)
 - Pack, Crate, Inventory, Transport and Unload at County facility in Riverside.
- **Move In and Installation:** 3 Weeks (21 Days)
 - Load from County facility, Transport to Museum, Unload and Unpack.
 - Mount Artwork in original locations on walls using **SECURITY MOUNTS**, mount all statues and sculptures using **MUSEUM WAX** to secure artifacts.

1625 Iowa Ave.
P.O. Box 5547
Riverside, CA 92517-5547
(951) 682-4300
(800) 562-5700
FAX (951) 369-1880
www.BurgessMoving.com

BURGESS MOVING & STORAGE



FEE SCHEDULE (ATTACHMENT "B")

TOTAL PROJECT COST

\$139,900.00

- **INCLUDES:** all labor and material for Move Out, Move In and Installation.
- **INCLUDES:** Standard Valuation, \$0.60/lb. per article.
- **REPLACEMENT INSURANCE** can be added at \$0.50 PER \$100 OF DECLARED VALUE.

PAYMENT SCHEDULE

- **1st Installment (50%):** \$69,950.00
 - To be paid to Burgess upon completion of Pack and Move Out phase.
- **Final Installment (50%):** \$69,950.00
 - To be paid to Burgess upon completion of project and signed off by County.

1625 Iowa Ave.
P.O. Box 5547
Riverside, CA 92517-5547
(951) 682-4300
(800) 562-5700
FAX (951) 369-1880
www.BurgessMoving.com