

745



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

FROM: Economic Development Agency

SUBMITTAL DATE:
August 16, 2012

SUBJECT: Edward Dean Museum of Decorative Arts Storage Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the Sole Source Procurement Request;
2. Approve the attached contract with McMurray Stern, Inc. for the renovation of the curatory at the Edward Dean Museum of Decorative Arts for a contract amount not to exceed \$95,563; and
3. Authorize the Assistant County Executive Officer/EDA, or designee, to take all necessary steps to implement the contract, including but not limited to, signing subsequent essential and relevant documents, subject to approval by County Counsel.

BACKGROUND: (Commences on Page 2)

Lisa Brandl for
 Robert Field
 Assistant County Executive Officer/EDA
 By: Lisa Brandl, Managing Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 95,563	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: EDA Mitigation Fund 32710

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:

Jennifer Sargent
 Jennifer Sargent

County Executive Office Signature

FORM APPROVED-COUNTY COUNSEL
 BY: *Annie T. Sahhar*
 DATE BY: *8/15/12*
 Departmental: *SAMUEL WONG*
 FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 Mark Seiler, Assistant Director

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

Prev. Agn. Ref.:

District: 5/5

Agenda Number:

3.33

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND:

Pursuant to an agreement between the County of Riverside and J. Edward Eberle, dated August 28, 1964, the Edward Dean Museum of Decorative Arts, at Beaumont, California (EDM), was conveyed and transferred by way of gift to the County of Riverside. In accordance with the obligations set forth in the agreement, the County is to maintain the EDM. Effective July 1, 1999, the EDM was consolidated with the Economic Development Agency of the County of Riverside (EDA) and the funding, as well as the responsibility for staff and operations, were transferred to EDA.

The purpose of this project is to fulfill the County/EDA's maintenance requirements under the agreement by renovating the existing curatory at the EDM. Specific improvements will include preparation of the curatory, including demolition, installation of a complete museum-grade storage unit system and painting of the entire curatory.

The renovation and upgrading of the curatory will better preserve and maintain the museum collection and Riverside County residents and visitors will continue to benefit from the valuable and unique artwork collection of the Edward-Dean Museum.

McMurray Stern, Inc., a California corporation, is located in Riverside, California and is highly skilled in the specialized area of storage for fragile, priceless artifacts and artwork such as are maintained and preserved at the EDM. McMurray Stern has conducted similar work in the Getty, the Maloof House and the Palm Springs Art Museum. The EDM Museum Curator is very familiar with specialists in the art conservation industry and after searching the region for a collection curatorial storage solution company with the desired skills, expertise and availability, recommends the services of McMurray Stern, Inc.

The project will be funded with revenue generated through museum fundraising efforts. There will be no impact to the County general fund. Riverside County Purchasing and Fleet Services has approved the Sole Source Procurement Request as to form. EDA has reviewed and approved the contract documents with McMurray Stern, Inc.

EDM staff/EDA recommend that the Board of Supervisors approve and sign the Sole Source Procurement Request and award the purchase and installation contract to McMurray Stern, Inc., and approve the contract between the County and McMurray Stern, Inc. County Counsel has approved the contract as to form.

Attachments:

Sole Source Procurement Request
Purchase and Installation Contract

Date: July 10, 2012
From: Robert Field, Assistant CEO/EDA Department/Agency: Economic Development Agency
To: Board of Supervisors/Purchasing Agent
Via: Purchasing Agent
Subject: Sole Source Procurement; Request for Collection Curatorial Storage

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

1. **Supply/Service being requested: Collection Curatorial Storage**
2. **Supplier being requested: McMurray Stern Storage Solutions Group**
3. **Alternative suppliers that can or might be able to provide supply/service:** other storage solutions companies might be able to supply shelving system; however, museum collection curatorial storage requires a highly specialized component system. SpaceSaver is the leading manufacturer of museum grade storage component systems. Their local dealer is McMurray Stern Storage Solutions Group located in Riverside, CA. Other Southern California firms include: Alpin Group (Yorba Linda), Southern California Storage Systems, LLC (Newport Beach) and Storage Solutions (San Jose).
4. **Extent of market search conducted:** The Museum Curator is very familiar with specialist in the industry and searched the region for a collection curatorial storage solution company with the desired skills, expertise and availability. Research included past personal professional experience, industry inquiries and online research.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** Conservation Storage of Museum Art Collections is highly specialized work requiring exacting skills and experience in handling fragile, priceless artifacts and artwork with a clear understanding of preservation and conservation processes; McMurray Stern Storage Solutions Group comes highly qualified by the Getty, the Maloof House and the Palm Springs Art Museum.
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** To maintain the Museum Collection and fulfill fundraising obligations. A fundraiser was held to pay for the Curatorial Storage System for the Museum Collection. By fulfilling the Deed of Gift/Trust and maintaining the Museum Collection, Riverside County and its residents and visitors continue to benefit from the valuable and unique collection of artwork that is the Edward-Dean Museum Collection.
7. **Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:** \$95,563 for preparing the Curatory, purchase and installation of a complete storage unit system and painting the entire Curatory is comparable pursuant to pricing obtained through online research.

8. Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain). No, the total compensation under the contract shall not exceed \$95,563.
9. **Period of Performance:** August 28, 2012 - October 12, 2012.




Robert Field, Assistant CEO/EDA **Date**

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove

Not to exceed: \$ 95,563 One time Annual Amount through _____

 8-20-12 13-108

Purchasing Agent **Date** **Approval Number**
(Reference on Purchasing Documents)

1 **PURCHASE AND INSTALLATION CONTRACT**
2 **BY AND BETWEEN**
3 **THE COUNTY OF RIVERSIDE**
4 **AND McMURRAY STERN, INC.**

5
6 This Contract made by and between McMurray Stern, Inc., a California corporation,
7 herein referred to as "CONTRACTOR," and the County of Riverside, a political subdivision of
8 the State of California, by and through its Economic Development Agency (herein referred to as
9 "COUNTY").

10 **RECITALS**

11 **WHEREAS**, pursuant to an agreement between the County of Riverside and J.
12 Edward Eberle, dated August 28, 1964, the County of Riverside owns the Edward Dean
13 Museum of Decorative Arts (EDM) at Beaumont, California;

14 **WHEREAS**, effective July 1, 1999, the EDM was consolidated with the County
15 of Riverside's Economic Development Agency (EDA) and wherein the funding, staffing and
16 operations of EDM were transferred to the EDA;

17
18 **WHEREAS**, the COUNTY desires to renovate the curatory of the EDM to
19 maintain and continue to preserve the valuable and unique collection of artwork at EDM;

20 **WHEREAS**, CONTRACTOR has the expertise, special skills, knowledge and
21 experience in the area of the handling and storage of fragile, priceless artifacts to perform the
22 highly-specialized duties set out herein and agrees to provide such services to COUNTY;

23
24 **NOW THEREFORE**, in consideration of the mutual covenants contained
25 herein, the parties hereto agree as follows:

- 26
27 1. **DESCRIPTION OF SERVICES:** CONTRACTOR shall provide all services as
28 outlined and specified in Exhibit A, attached hereto.

1 1.1. CONTRACTOR represents and maintains that it is highly-skilled and
2 experienced in the professional calling necessary for the handling and storage of fragile,
3 priceless artifacts and artwork so as to perform all services, duties and obligations required by
4 this Contract to fully and adequately complete the project. CONTRACTOR shall perform the
5 services and duties in conformance to and consistent with the standards generally recognized as
6 being employed by professionals in the same discipline in the State of California.
7 CONTRACTOR further represents that it shall keep all such licenses and approvals in effect
8 during the term of this Contract.

9 2. PERIOD OF PERFORMANCE: The period of performance shall be from
10 August 28, 2012 through October 12, 2012.

11 3. COMPENSATION/PAYMENT:

12 3.1. The COUNTY will compensate CONTRACTOR for all services rendered
13 and costs incurred in accordance with the terms in Exhibit A attached hereto and incorporated
14 herein.

15 3.2 The total amount of compensation paid to the CONTRACTOR under this
16 Contract shall not exceed the sum of **Ninety Five Thousand Five Hundred Sixty Three**
17 **Dollars and 00/100 Dollars (\$95,563)**, including all expenses, unless a written amendment to
18 this Contract is executed by both parties prior to performance of additional services, subject to
19 approval by the Board of Supervisors.

20 CONTRACTOR shall invoice the COUNTY for services. COUNTY shall pay
21 the invoice within thirty (30) working days from the date of receipt of the invoice. In the State
22 of California, government agencies are not allowed to pay excess interest and late charges, per
23 Government Code, Section 926.10. COUNTY shall not be liable for any interest or late charges
24 in the performance of this Contract.

25 4. ADDITIONAL SERVICES. The CONTRACTOR shall not perform any
26 additional services or incur additional expense without first receiving the express written
27 consent to proceed from the COUNTY in the form of an amendment to this Contract.

28 5. INDEPENDENT CONSULTANT: COUNTY retains CONTRACTOR on an

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

9 6. PREVAILING WAGES: To the extent required by applicable law,
10 CONTRACTOR shall comply with prevailing wage requirements and be subject to restrictions
11 and penalties in accordance with Section 1770 et seq of the Labor Code which requires
12 prevailing wages be paid to appropriate work classifications. CONTRACTOR agrees to
13 indemnify, defend, and hold County harmless from and against all liability arising out of and
14 related to CONTRACTOR's failure to comply with any and all applicable prevailing wage
15 requirements.

16 7. INDEMNIFICATION: CONTRACTOR shall indemnify and hold harmless the
17 COUNTY, its Agencies, Districts, Boards, Special Districts and Departments, their respective
18 directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and
19 representatives (individually and collectively hereinafter referred to as Indemnitees) from any
20 liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers,
21 employees, subcontractors, agents or representatives arising out of or in any way relating to this
22 Contract, including but not limited to property damage, bodily injury, or death, and from any
23 and all claims that may be made against COUNTY based upon any contention by any third
24 party that an employer-employee relationship exists by reason of this Contract, or any other
25 element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its
26 officers, employees, subcontractors, agents or representatives Indemnitors from this Contract.
27 CONTRACTOR shall defend at its sole expense, all costs and fees including, but not limited to,
28 attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any

1 claim or action based upon such alleged acts or omissions.

2 With respect to any action or claim subject to indemnification herein by CONTRACTOR,
3 CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and
4 shall have the right to adjust, settle, or compromise any such action or claim without the prior
5 consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in
6 no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees
7 as set forth herein.

8 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has
9 provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for
10 the action or claim involved.

11 The specified insurance limits required in this Contract shall in no way limit or
12 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees
13 herein from third party claims.

14 In the event there is conflict between this clause and California Civil Code Section 2782,
15 this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not
16 relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by
17 law.

18 8. INSURANCE: Without limiting or diminishing the CONTRACTOR's obligation
19 to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or
20 cause to be maintained, at its sole cost and expense, the following insurance coverages during
21 the term of this Contract. As respects to the insurance section only, the COUNTY herein refers
22 to the County of Riverside, its Agencies, Districts, Boards, Special Districts, and Departments,
23 their respective directors, officers, Board of Supervisors, employees, elected or appointed
24 officials, agents or representatives as Additional Insureds.

25 8.1 Workers' Compensation: If the CONTRACTOR has employees as defined
26 by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation
27 Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include
28 Employers' Liability (Coverage B) including Occupational Disease with limits not less than

1 \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor
2 of the COUNTY; and, if applicable, to provide a Borrowed Servant/Alternate Employee
3 Endorsement.

4 8.2 Commercial General Liability: Commercial General Liability insurance
5 coverage, including but not limited to, premises liability, unmodified contractual liability,
6 products and completed operations liability, personal and advertising injury, employment
7 practices liability, and cross liability coverage, covering claims which may arise from or out of
8 CONTRACTOR's performance of its obligations hereunder. Policy shall name the County, its
9 Agencies, Districts, Boards, Special Districts, Consultants, Departments, their Directors,
10 Officers, Board of Supervisors, employees, elected or appointed officials, agents or
11 representatives as Additional Insureds. Policy's limit of liability shall not be less than
12 \$3,000,000 per occurrence combined single limit. If such insurance contains a general aggregate
13 limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence
14 limit.

15 8.3 Vehicle Liability: If vehicles or mobile equipment are used in the
16 performance of the obligations under this Contract, then CONTRACTOR shall maintain
17 liability insurance for all owned, non-owned or hired vehicles so used in an amount not less
18 than \$1,000,000 per occurrence combined single limit. If such insurance contains a general
19 aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the
20 occurrence limit. Policy shall name the County, its Agencies, Districts, Special Districts,
21 Consultants, Departments, their Directors, Officers, Board of Commissioners, employees,
22 elected or appointed officials, agents or representatives as Additional Insureds.

23 8.4 Professional Liability: Contractor shall maintain Professional Liability
24 Insurance providing coverage for the Contractor's performance of work included within this
25 Contract, with a limit of liability of not less than \$2,000,000 per occurrence and \$4,000,000
26 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made
27 basis rather than an occurrence basis, such insurance shall continue through the term of this
28 Contract and CONTRACTOR shall purchase at his sole expense either 1) an Extended

1 Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new
2 insurer with a retroactive date back to the date of, or prior to, the inception of this Contract; or
3 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained
4 continuous coverage with the same or original insurer. Coverage provided under items; 1), 2),
5 or 3) will continue as long as the law allows.

6
7 8.5 General Insurance Provisions - All lines:

- 8 a. Any insurance carrier providing insurance coverage hereunder shall be
9 admitted to the State of California and have an A M BEST rating of not less
10 than A: VIII (A:8) unless such requirements are waived, in writing, by the
11 County Risk Manager. If the County's Risk Manager waives a requirement
12 for a particular insurer such waiver is only valid for that specific insurer and
13 only for one policy term.
- 14 b. The CONTRACTOR must declare its insurance self-insured retention for
15 each coverage required herein. If any such self-insured retention exceed
16 \$500,000 per occurrence each such retention shall have the prior written
17 consent of the County Risk Manager before the commencement of operations
18 under this Contract. Upon notification of self-insured retention unacceptable
19 to the COUNTY, and at the election of the County's Risk Manager,
20 CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-
21 insured retention as respects this Contract with the COUNTY, or 2) procure a
22 bond which guarantees payment of losses and related investigations, claims
23 administration, and defense costs and expenses.
- 24 c. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to
25 furnish the COUNTY with either 1) a properly executed original
26 Certificate(s) of Insurance and certified original copies of Endorsements
27 effecting coverage as required herein, and 2) if requested to do so orally or in
28 writing by the County Risk Manager, provide original Certified copies of

1 policies including all Endorsements and all attachments thereto, showing
2 such insurance is in full force and effect. Further, said Certificate(s) and
3 policies of insurance shall contain the covenant of the insurance carrier(s)
4 that thirty (30) days written notice shall be given to the COUNTY prior to
5 any material modification, cancellation, expiration or reduction in coverage
6 of such insurance. In the event of a material modification, cancellation,
7 expiration, or reduction in coverage, this Contract shall terminate forthwith,
8 unless the COUNTY receives, prior to such effective date, another properly
9 executed original Certificate of Insurance and original copies of
10 endorsements or certified original policies, including all endorsements and
11 attachments thereto evidencing coverage's set forth herein and the insurance
12 required herein is in full force and effect. ***CONTRACTOR shall not***
13 ***commence operations until the COUNTY has been furnished original***
14 ***Certificate (s) of Insurance and certified original copies of endorsements***
15 ***and if requested, certified original policies of insurance including all***
16 ***endorsements and any and all other attachments as required in this***
17 ***Section, showing that such insurance is in full force and effect. An***
18 ***individual authorized by the insurance carrier to do so on its behalf shall***
19 ***sign the original endorsements for each policy and the Certificate of***
20 ***Insurance.***

- 21 d. It is understood and agreed to by the parties hereto that the
22 CONTRACTOR's insurance shall be construed as primary insurance, and the
23 COUNTY's insurance and/or deductibles and/or self-insured retention's or
24 self-insured programs shall not be construed as contributory.
- 25 e. If, during the term of this Contract or any extension thereof, there is a
26 material change in the scope of services; or, there is a material change in the
27 equipment to be used in the performance of the scope of work; or, the term of
28 this Contract, including any extensions thereof, exceeds five (5) years; the

1 COUNTY reserves the right to adjust the types of insurance and the
2 monetary limits of liability required under this Contract, if in the County
3 Risk Manager's reasonable judgment, the amount or type of insurance carried
4 by the CONTRACTOR has become inadequate.

5 f. CONTRACTOR shall pass down the insurance obligations contained herein
6 to all tiers of subcontractors working under this Contract.

7 g. The insurance requirements contained in this Contract may be met with a
8 program(s) of self-insurance acceptable to the COUNTY.

9 h. CONTRACTOR agrees to notify COUNTY of any claim by a third party or
10 any incident or event that may give rise to a claim arising from the
11 performance of this Contract.

12 9. GENERAL:

13 9.1 CONTRACTOR shall not delegate or assign any interest in this Contract,
14 whether by operation of law or otherwise, without the prior written consent of
15 COUNTY.

16 9.2 Any waiver by COUNTY of any breach of any one or more of the terms
17 of this Agreement shall not be construed to be a waiver of any subsequent or
18 other breach of the same or of any other term of this Contract. Failure on the
19 part of COUNTY to require exact, full and complete compliance with any terms
20 of this Agreement shall not be construed as in any manner changing the terms or
21 preventing COUNTY from enforcement of the terms of this Contract.

22 9.3 In the event the CONTRACTOR receives payment under this Contract
23 which is later disallowed by COUNTY for nonconformance with the terms of the
24 Contract, the CONTRACTOR shall promptly refund the disallowed amount to
25 the COUNTY on request; or at its option the COUNTY may offset the amount
26 disallowed from any payment due to the CONTRACTOR.

27 9.4 CONTRACTOR shall not provide partial delivery or shipment of
28 services or products unless specifically stated in the Contract.

1 9.5 CONTRACTOR shall not provide any services or products subject to any
2 chattel mortgage or under a conditional sales contract or other agreement by
3 which an interest is retained by a third party. The CONTRACTOR warrants that
4 it has good title to all materials or products used by CONTRACTOR or provided
5 to COUNTY pursuant to this Contract, free from all liens, claims or
6 encumbrances.

7 9.6 The COUNTY agrees to cooperate with the CONTRACTOR in the
8 CONTRACTOR'S performance under this Contract, including, if stated in the
9 Agreement, providing the CONTRACTOR with reasonable facilities and timely
10 access to COUNTY data, information and personnel.

11 9.7 CONTRACTOR shall comply with all applicable Federal, State and local
12 laws and regulations. CONTRACTOR will comply with all applicable COUNTY
13 policies and procedures. In the event that there is a conflict between the various
14 laws or regulations that may apply, the CONTRACTOR shall comply with the
15 more restrictive law or regulation.

16 9.8 CONTRACTOR shall comply with all air pollution control, water
17 pollution, safety and health ordinances, statutes or regulations which apply to
18 performance under this Contract.

19 9.9 CONTRACTOR shall comply with all requirements of the Occupational
20 Safety and Health Administration (OSHA) standards and codes as set forth by
21 the U.S. Department of Labor and the State of California (Cal/OSHA).

22 9.10 This Contract shall be governed by the laws of the State of California.
23 Any legal action related to the performance or interpretation of this Agreement
24 shall be filed only in the Superior Court of the State of California located in
25 Riverside, California, and the parties waive any provision of law providing for a
26 change of venue to another location. In the event any provision in this Contract
27 is held by a court of competent jurisdiction to be invalid, void, or unenforceable,
28 the remaining provisions will nevertheless continue in full force without being

1 impaired or invalidated in any way.

2 10. TERMINATION: COUNTY may, by written notice to CONTRACTOR,
3 terminate this Contract in whole or in part at any time. Such termination may be for
4 COUNTY's convenience or because of CONTRACTOR's failure to perform its duties and
5 obligations under this Contract including, but not limited to, the failure of CONTRACTOR to
6 timely perform services pursuant to the schedule of this Contract.

7 10.1 Discontinuance of Services. Upon receipt of written Notice of
8 Termination, CONTRACTOR shall discontinue all affected Services immediately, unless
9 otherwise directed by the Notice, and deliver to the COUNTY all data, estimates, graphs,
10 summaries, reports, and other related materials as may have been prepared or accumulated by
11 CONTRACTOR in performance of Services, whether completed or in progress.

12 10.2 Effect of Termination for Convenience. If the termination is to be for the
13 convenience of the COUNTY, the COUNTY shall compensate CONTRACTOR for Services
14 satisfactorily provided through the date of termination. Such payment shall include a pro-rated
15 amount of profit, if applicable, but no amount shall be paid for anticipated profit on
16 unperformed Services. CONTRACTOR shall provide documentation deemed adequate by
17 COUNTY's Representative to show the Services actually completed by CONTRACTOR prior
18 to the date of termination. This Contract shall terminate immediately upon CONTRACTOR's
19 receipt of the written Notice of Termination.

20 10.3 Effect of Termination for Cause. If the termination is due to the failure
21 of CONTRACTOR to fulfill its obligations under this Contract, CONTRACTOR shall be
22 compensated for those Services which have been completed and accepted by the COUNTY. In
23 such case, the COUNTY may take over the work and prosecute the same to completion by
24 contract or otherwise. Further, CONTRACTOR shall be liable to the COUNTY for any
25 reasonable additional costs incurred by the COUNTY to revise work for which the COUNTY
26 has compensated CONTRACTOR under this Contract, but which the COUNTY has determined
27 in its sole discretion needs to be revised in part or whole to complete the Project. Following
28 discontinuance of Services, the COUNTY may arrange for a meeting with CONTRACTOR to

1 determine what steps, if any, CONTRACTOR can take to adequately fulfill its requirements
2 under this Contract. In its sole discretion, COUNTY's Representative may propose an
3 adjustment to the terms and conditions of the Contract, including the contract price. Such
4 contract adjustments, if accepted in writing by the Parties, shall become binding on
5 CONTRACTOR and shall be performed as part of this Contract. In the event of termination for
6 cause, unless otherwise agreed to in writing by the parties, this Contract shall terminate thirty
7 (30) days following the date the Notice of Termination was mailed to the CONTRACTOR.
8 Termination of this Contract for cause may be considered by the COUNTY in determining
9 whether to enter into future contracts with CONTRACTOR.

10 10.4 Cumulative Remedies. The rights and remedies of the parties provided in
11 this Section are in addition to any other rights and remedies provided by law or under this
12 Contract.

13 11. CONFLICT OF INTEREST: CONTRACTOR shall have no interest, and shall
14 not acquire any interest, direct or indirect, which will conflict in any manner or degree with the
15 performance of services required under this Contract.

16 12. ADMINISTRATION: The COUNTY's Assistant County Executive
17 Officer/EDA (or designee) shall administer this Contract on behalf of COUNTY.

18 13. ASSIGNMENT: This Contract shall not be assigned by CONTRACTOR, either
19 in whole or in part, without prior written consent of COUNTY. Any assignment or purported
20 assignment of this Contracts by CONTRACTOR without the prior written consent of COUNTY
21 will be deemed void and of no force or effect.

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

28 15. ALTERATION: No alteration or variation of the terms of this Contract shall be

1 valid unless made in writing and signed by the parties hereto, and no oral understanding or
2 agreement not incorporated herein shall be binding on any of the parties hereto.

3 16. ELIGIBILITY: Services and benefits shall be provided by CONTRACTOR to
4 individuals without reference to their religion, color, sex, national origin, age or physical or
5 mental handicap.

6 17. LICENSE AND CERTIFICATION: CONTRACTOR verifies upon execution of
7 this Contract, possession of a current and valid license in compliance with any local, State, and
8 Federal laws and regulations relative to the scope of services to be performed under Exhibit A,
9 and that services(s) will be performed by properly trained and licensed staff.

10 18. CONFIDENTIALITY: CONTRACTOR shall observe all Federal, State and
11 COUNTY regulations concerning confidentiality of records. CONTRACTOR shall refer all
12 requests for information to COUNTY.

13 19. WORK PRODUCT: All reports, preliminary findings, or data assembled or
14 compiled by CONTRACTOR under this Contract become the property of the COUNTY. The
15 COUNTY reserves the right to authorize others to use or reproduce such materials. Therefore,
16 such materials shall not be circulated in whole or in part, nor released to the public, without the
17 direct authorization of the COUNTY'S Assistant County Executive Officer/EDA or an
18 authorized designee.

19 20. INSPECTION OF SERVICE;QUALITY CONTROL/ASSURANCE: All
20 performance (which includes services, workmanship, materials, supplies and equipment
21 furnished or utilized in the performance of this Contract) shall be subject to inspection and test
22 by the COUNTY or other regulatory agencies at all times upon reasonable notice. The
23 CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY
24 representative to permit him/her to determine the CONTRACTOR's conformity with the terms
25 of this Contract. If any services performed or products provided by CONTRACTOR are not in
26 conformance with the terms of this Contract, the COUNTY shall have the right to require the
27 CONTRACTOR to perform the services or provide the products in conformance with the terms
28 of the contract at no additional cost to the COUNTY. When the services to be performed or the

1 products to be provided are of such nature that the difference cannot be corrected, the COUNTY
2 shall have the right to: (1) require the CONTRACTOR to immediately take all necessary steps
3 to ensure future performance in conformity with the terms of the Contract; and/or (2) reduce the
4 Contract price to reflect the reduced value of the services performed or products provided. The
5 COUNTY may also terminate this Contract for default and charge to CONTRACTOR any costs
6 incurred by the COUNTY because of the CONTRACTOR's failure to perform.

7 21. JURISDICTION AND VENUE: This Contract is to be construed under the laws
8 of the State of California. The parties agree to the jurisdiction and venue of the Superior Court
9 for the County of Riverside, State of California.

10 22. MEDIATION: CONTRACTOR and COUNTY agree that in the event of any
11 controversy or dispute between COUNTY and CONTRACTOR arising out of this Contract,
12 regardless of the nature of the claim or dispute whether in tort, contract, or otherwise, which are
13 not adequately addressed by the COUNTY's informal and formal dispute resolution process, if
14 applicable, shall be submitted to mediation. The parties shall jointly select a mediator
15 acceptable to CONTRACTOR and COUNTY. The mediation shall take place in the County of
16 Riverside. Each party shall be responsible for its own legal fees and other expenses incident to
17 the preparation for mediation. If the dispute cannot be resolved by mediation, neither
18 COUNTY nor CONTRACTOR will waive their rights to bring the appropriate legal action in a
19 court of competent jurisdiction within the County of Riverside.

20 23. WAIVER: Any waiver by COUNTY of any breach of any one or more of the
21 terms of this Contract shall not be construed to be a waiver of any subsequent or other breach of
22 the same or of any other term thereof. Failure on the part of the COUNTY to require exact, full
23 and complete compliance with any terms of this Contract shall not be construed as in any
24 manner changing the terms hereof, or estopping COUNTY from enforcement hereof.

25 24. SEVERABILITY: If any provision in this Contract is held by a court of
26 competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will
27 nevertheless continue in full force without being impaired or invalidated in any way.

28 25. ENTIRE CONTRACT: This Contract constitutes the entire contract between the

1 parties hereto with respect to the subject matter hereof and all prior or contemporaneous
2 agreements of any kind or nature relating to the same shall be deemed to be merged herein.
3 Any modifications to the terms of this Contract must be in writing and signed by the parties
4 herein.

5 26. SURVIVABILITY OF TERMS: Provisions of this Contract that are not fully
6 performed or are not capable of being fully performed as of the date of termination will survive
7 termination of this Contract.

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

11
12 Sarah Mundy
13 Assistant Director
14 County of Riverside/EDA
15 3403 10th Street, Suite 300
16 Riverside, California 92501

Linda Stern
CEO
McMurray Stern, Inc.
15111 Carmenita Road
Santa Fe Springs, CA 90670

17 28. TIME OF THE ESSENCE: Time is and will be of the essence with respect to
18 CONTRACTOR's performance of the terms of this Contract.

19 29. MISCELLANEOUS: As used in this contract, the term CONTRACTOR also
20 includes Contractor's owners, officers, employees, representatives and agents.

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28 (signatures on next page)

1 **IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized
2 representatives to execute this Contract this ____ day of _____, 2012.

3 **County of Riverside**

4
5
6 By: _____
7 John Tavaglione, Chairman
8 Board of Supervisors

9 **McMurray Stern, Inc.**

10 By: 
11 Linda Stern, CEO

12
13
14
15 **APPROVED AS TO FORM:**

16 Pamela J. Walls
17 County Counsel

18 
19 Anita C. Willis, Principal Deputy County Counsel

20
21 **ATTEST:**

22 Kecia Harper-Ihem
23 Clerk of the Board

24 _____
25 Deputy

EXHIBIT A SCOPE OF SERVICES

RECOMMENDED SOLUTIONS

Based on client interviews and a hands-on physical survey, it has been determined that Edward-Dean Museum & Gardens' needs are as follows:

- Maximize the storage capacity in the downstairs collections area.
- The collection includes hanging items, boxes and large scale items including furniture.
- Rolled textiles are also to be stored on dedicated textile racks.
- **Pricing to include NJPA Discounting for the Museum.**

In order to provide your facility with the maximum storage and filing efficiencies possible, we recommend the following solution:

The layout includes five shelving and hanging art racking elevations.

Elevation A - Elevation A is Spacesaver 4-post type shelving for the storage of boxes.

This shelving is heavy duty in design and will accommodate boxes 24" deep by 11" tall.

The shelving is designed to hold ¹²⁶~~14~~ boxes that will be 24" deep by 13" wide by 11' tall maximum.

Elevation B - Elevation B is movable double-sided art racks. The racks will provide 1,568 square feet of storage space. for hanging art and photographs.

When broken down to 2' x 2' specimen examples, the racks will hold a total of 392 2' x 2' items.

Elevation C - Elevation C is Delta Designs textile racks that are designed for the storage of maximum 9' long rolls.

The racks as designed will hold 12 rolls.

Elevation D - Elevation D is wide-span heavy-duty racking.

The 3 sections are designed with 2 levels and can store large items up to 9'6" wide by 36" deep.

Elevation F - Elevation F is another section of hanging art rack that is not movable.

This unit will store an additional 140 square feet of hanging storage.

When broken down to 2' x 2' specimen examples, the racks will hold a total of 35 2' x 2' items.


8/20/12

INVESTMENT

The price of the products and services detailed in this proposal and tailored to the unique needs of Edward-Dean Museum & Gardens is:

Cost	\$84,987.00
Deduct for each movable rack you don't initially install:	\$ 5,686.00
Cost for each movable rack you install at a later date:	\$ 7,514.00
Cost to remove the existing wall partitions wood shelving and paint the room.	\$10,576.00

Lead Time as of August 20, 2012

6 weeks (excluding time to prepare the room which will be approximately 4 days.

Standard Payment Terms:

**40% due at time of order
30% due prior to start of installation
30% due upon job completion**

Fire & Life Safety Items Included:

Seismic Shear Panels

Provides added structural strength in the direction parallel to the aisle. Shelving without seismic shear panels is more likely to collapse during an earthquake.

Included

Closed Shelving Uprights

Provides added structural strength in the direction perpendicular to the aisle. Shelving without closed uprights is more likely to collapse during an earthquake.

Included

31/32" Fire Retardant Plywood Sub Floor

Required to meet 2007 California Building Code

Included

Standard Items Included:

Applicable California State Sales Taxes

Included

Freight Charges

All freight charges from the point of manufacture to our warehouse.

Included

Receiving at our facility

Materials are unloaded, inspected and staged for delivery to jobsite.

Included

Material delivery to jobsite

Materials are delivered to the jobsite only as needed to minimize disruption of operations and to avoid "Trade Stacking".

Included

Installation

Installation crews are McMurray Stern uniformed, factory-trained and

Included

bonded full-time employees. Our crews are not subcontracted.
After hours installation is available at no extra charge.

Union labor **Included**
Southern California Carpenter's Union Local 409.

Removal of all debris and clean-up **Included**
Upon completion of installation, all packing materials and other debris are removed from the jobsite and hauled away.

Warranty & 1-year scheduled maintenance **Included**
To insure long-term trouble-free operation. Service Technicians are McMurray Stern uniformed, factory-trained and bonded full-time employees. Our Service Technicians are not subcontracted. Extended warranty and scheduled maintenance contracts are available upon request.

User training on system operation **Included**
Unlimited training to all potential users to insure safe and efficient system operation. Training on basic trouble-shooting and remedial maintenance techniques is also provided to client's assigned maintenance personnel.

Optional Items for Consideration:

Structural Calculation Services* **\$3,800.00**
McMurray Stern can provide structural calculations for the seismic anchorage of the shelving system. Services include preparation of anchorage calculations by a licensed structural engineer and all wet stamped & signed copies.

- Floor loading evaluation or other analysis is not included in this cost but can be quoted separately.
- Client is responsible for the load bearing capacity of the floor upon which the proposed installation shall be constructed.
- Structural Calculation Services typically extend the standard lead-time an additional 2 weeks after all necessary technical information has been supplied to McMurray Stern by Client.

Permit Services* **\$3,750.00**
In jurisdictions that require a building permit for installation of shelving or movable cabinets in excess of 69" in height (2007 California Building Code), McMurray Stern can provide Permit Services. If Permit Services are ordered, structural calculations for the anchorage of the system must be obtained and are included as part of our Permit Services package.

- McMurray Stern will obtain anchorage calculations (stamped by a licensed structural engineer) and submit this documentation to the appropriate regulatory agency to obtain the necessary permits.
- Floor loading evaluation or other analysis that may be required by the regulatory agency are not included in this cost, but can be quoted separately.

- Should the structural engineer or the plan checker require modifications such as additional anchorage, additional bracing or other system modifications, notification of additional costs will be sent to you for approval.
- Client is responsible for the load bearing capacity of the floor upon which the proposed installation shall be constructed.
- If services are desired, they must be ordered at time of shelving system purchase and cannot be provided subsequent to.
- Permit Services typically extend the standard lead time an additional 4-6 weeks. Please note that the time required to obtain a permit is only an estimate. McMurray Stern will work in good faith with the building authority to obtain the permit as soon as possible, but the actual time required to obtain the permit is out of McMurray Stern's control.
- Actual plan check and permit fees charged by the city are not included and will be added to the final invoice.
- Above prices are offered per system; multiple systems to be quoted separately.

The State has determined that any person who purports to have the capacity to undertake or submits a bid to construct these types of structures must be licensed pursuant to Contractor's License Law (B & P Code, Division 3, Chapter 9).

CALIFORNIA STATE CONTRACTOR LICENSE NUMBER 469217

AGREEMENT

THIS AGREEMENT, made this 28 day of August, 2012, by and between Edward-Dean Museum & Gardens, herein called "Buyer", and McMurray Stern, Santa Fe Springs, California, hereinafter called "McMurray Stern".

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Buyer, McMurray Stern hereby agrees with the Buyer to commence and complete the construction described as follows:

Cost	\$84,987.00
Deduct for each movable rack you don't initially install:	\$ 5,686.00
Cost for each movable rack you install at a later date:	\$ 7,514.00
Cost to remove the existing wall partitions wood shelving and paint the room.	\$10,576.00

Total compensation shall not exceed \$95,563.

Schedule of progress payments to be made by the Buyer to McMurray Stern as follows:

40% due at time of order; 30% prior to start of installation; 30% due upon completion

Time is of the essence as to this agreement, however, this duty to perform is contingent upon buyer making timely payments to McMurray Stern in accordance with payment schedule.