

CONTRACT CT-080-19010961

FOR

MOVING AND RELATED SERVICES

BETWEEN

OC PUBLIC WORKS

AND

SUDDATH RELOCATION SYSTEMS OF CALIFORNIA, INC.



**SUBORDINATE CONTRACT CT-080-19010961
FOR
MOVING AND RELATED SERVICES**

THIS Subordinate Contract, Number CT-080-19010961 for Moving and Related Services, hereinafter referred to as “Subordinate Contract”, is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County”, and Suddath Relocation Systems of California, Inc., with a place of business at 14221 Artesia Blvd., La Mirada, CA 90638; hereinafter referred to as “Contractor”, with County and Contractor sometimes referred to individually as “Party” or collectively as “Parties”.

ATTACHMENTS

THIS Subordinate Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated herein by reference:

Attachment A: Scope of Work

RECITALS

WHEREAS, County and Contractor desires to enter into a Subordinate Contract for Moving and Related Services (hereinafter referred to as “Contract”); and,

WHEREAS, the County acting through the County Procurement Office (“CPO”), issued a Regional Cooperative Contract (“RCA”) number RCA-017-18010006 for Moving and Related Services, now in effect, which by this reference is incorporated herein as part of this Subordinate Contract as though its terms were set forth in full; and,

WHEREAS, Contractor agrees to provide Moving and Related Services to the County in accordance with the Specifications, Pricing, and Terms and Conditions of the RCA; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in the RCA; and,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Scope of Work:** This Subordinate Contract and its Attachment specifies the contractual terms and conditions by which County will procure Moving and Related Services. The details of the services to be provided by Contractor are further outlined in Attachment A titled, “Scope of Work”, attached hereto and incorporated herein by reference.

2. **Term of Contract:** Contract shall be effective upon execution of all authorized signatures or upon the approval of the Contract by the Orange County Board of Supervisors, whichever occurs later, and shall continue for three (3) years, unless otherwise terminated by County.

Contract shall be extended effective April 23, 2022, through April 22, 2023, unless otherwise terminated herein. Contract shall continue to be in effect and continue to incorporate the pricing, terms and conditions of RCA-017-18010006, regardless of whether RCA-017-18010006 terminates prior to the expiration or termination of this Contract.

Amendment
No. 1 -
Extension



- 3. **Compensation and Payment:** Contractor agrees to provide Moving and Related Services in the manner and at the fixed rates set forth in the RCA.
- 4. **Not to Exceed Limit:** The total dollar value of services that may be provided by Contractor under this Subordinate Contract shall not exceed **\$850,000**. The County shall have no obligation to pay any sum in excess of that amount. The not to exceed limit may only be increased by a written amendment of this Subordinate Contract which is duly executed by the representatives of both Parties authorized to execute such documents.
- 5. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

~~County: OC Public Works/Facilities Design and Construction
 Attn: Ray Jadali
 1143 E. Fruit Street
 Santa Ana, CA 92701
 714-667-8810
 Email: ray.jadali@ocpw.ocgov.com~~

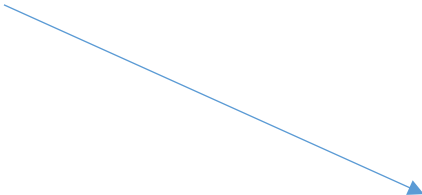
County: OC Public Works/Facilities Design and Construction
 Attn: Scott Dessort
 601 N. Ross Street
 Santa Ana, CA 92701
 714-667-4924
 Email: scott.dessort@ocpw.ocgov.com

~~cc: OC Public Works/Admin/Procurement Services
 Attn: Michael Macias, DPA
 300 North Flower Street, 8th Floor
 Santa Ana, CA 92703-5001
 714-667-9628
 Email: Michael.macias@ocpw.ocgov.com~~

cc: OC Public Works/Admin/Procurement Services
 Attn: Nicholas Murray, DPA
 601 N. Ross Street
 Santa Ana, CA 92701
 714-667-1659
 Email: nicholas.murray@ocpw.ocgov.com

Contractor: Suddath Relocation Systems of California, Inc.
 Attn: Ricardo Sanchez
 14221 Artesia Blvd.

Amendment
 No. 1 – Amend
 contact
 information



La Mirada, CA 90638
Phone: (509) 264-3457
Email: Ricardo.Sanchez@suddath.com

6. **Invoice Instructions:** All invoices associated with this Subordinate Contract shall be forwarded to Accounts Payable at:

~~OC Public Works /Procurement Services
Attn: Accounts Payable
300 N Flower St., 8th Fl.
Santa Ana, CA 92703-5000~~

Amendment
No. 1 –
Amend
Invoicing
address



OC Public Works
Attn: Accounts Payable
601 N. Ross Street
Santa Ana, CA 92701

Each invoice must be on Contractor’s letterhead and have a unique number and shall include the following information:

1. Contractor’s name and address
2. Contractor’s remittance address
3. County Subordinate Contract Number
4. Contractor’s Federal I.D. number
5. Date of Order/Service date(s)
6. Product/service description, quantity, prices
7. Total invoice amount

Invoices are to be submitted in arrears and payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County and verified and approved, subject to the County’s routine processing requirements. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to the Contractor for correction.

7. **Precedence.** In the event of a conflict in language between this Subordinate Agreement, the RCA, and/or any Attachments, the language of this Subordinate Agreement shall control over the language of the RCA and any Attachments attached hereto, and the language of any Attachments hereto shall control over the language of the RCA.

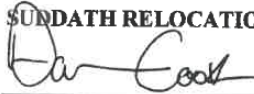
Signature Page follows

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Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

SUNDATH RELOCATION SYSTEMS OF CALIFORNIA, INC.*

	Darren Cook	Vice President	4/1/2019
Signature	Name	Title	Date

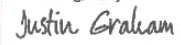
	KEVIN P. GANNON, CFO		4/1/2019
Signature	Name	Title	Date

**COUNTY OF ORANGE, A political subdivision of the State of California
COUNTY AUTHORIZED SIGNATURE:**

	MICHAEL MACIAS DPA		4/23/19
Signature	Name	Title	Date

APPROVED AS TO FORM:

COUNTY COUNSEL

By 
JB76BPE3B DPA...
 DEPUTY

Justin Graham

PRINT NAME

DATE 4/1/2019

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

SUDDATH RELOCATION SYSTEMS OF CALIFORNIA, INC.*

Signature	Name	Title	Date

Signature	Name	Title	Date

**COUNTY OF ORANGE, A political subdivision of the State of California
COUNTY AUTHORIZED SIGNATURE:**

Signature	Name	Title	Date

**APPROVED AS TO FORM:
COUNTY COUNSEL**

BY _____
DEPUTY

PRINT NAME

DATE _____

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

**ATTACHMENT A
SCOPE OF WORK**

I. TYPE OF SERVICE: Contractor shall provide Moving and Related Services to OC Public Works and other County Departments/Agencies on an as needed basis in accordance with the terms, conditions and pricing of RCA-017-18010006.

II. LOCATIONS:

A. Moving and Related Services will be provided at OC Public Works Offices and other County sites as directed by County Coordinator/Project Manager. Exact locations will be identified by County Coordinator/Project Manager. The County will provide any special requirements regarding loading areas and elevators for each building as appropriate. OC Public Works locations may include but not limited to the following:

1. OC Public Works Headquarters
H.G. Osborne Building
300 N Flower St.
Santa Ana, CA 92703-5000
2. OCIT
1501 St. Andrews Place
Santa Ana, CA 92705
3. County Operations Center (COC)-B
1300 S. Grand Avenue
Santa Ana, CA 92705
4. Child Support Services (CSS)
1055 N. Main Street
Santa Ana, CA 92701
5. OC Community Resources (OCCR)
OCCR Housing Authority
1770 N. Broadway
Santa Ana, CA 92706
6. Auditor Controller
Building 12
12 Civic Center Plaza
Santa Ana, CA 92701
7. District Attorney
401 + 801 W. Civic Center Drive
Santa Ana, CA 92701

8. County Operations Center (COC)-A
1300 S. Grand Avenue
Santa Ana, CA 92705
9. OC Facilities
1143 E. Fruit Street
Santa Ana, CA 92701

Amendment
No.1 – Add
locations to
list.

10. Health Care Agency
200 W. Santa Ana Blvd
Santa Ana, CA 92701

11. Hall of Admin
333 W. Santa Ana Blvd
Santa Ana, CA 92701

12. CEO Risk Management & CEO Real Estate
601 N. Ross Street
Santa Ana, CA 92701

13. Risk/Real Estate
601 N. Ross Street
Santa Ana, CA 92701

14. Health Care Agency
405 W. Santa Blvd
Santa Ana, CA 92701

III. ~~CONTACTS:~~ Reserved

~~A. County Coordinator/Project Manager~~

~~1. **Ray Jadali**
Phone: 714-667-8810
Email: Ray.Jadali@ocpw.ocgov.com~~

~~B. Contractor:~~

~~1. **Ricardo Sanchez**
Phone: (509) 264-3457
Email: Ricardo.Sanchez@suddath.com~~

IV. FUNDING AVAILABILITY:

A. Contractor shall verify with County Coordinator/Project Manager that sufficient funding is available prior to performing any services under this contract.

V. ~~BILLING ADDRESS:~~ Reserved

~~—— OC Public Works /Procurement Services
Attn: Accounts Payable
300 N Flower St., 8th Fl.
Santa Ana, CA 92703-5000~~