CONTRACT CT-080-19010962

FOR

MOVING AND RELATED SERVICES

BETWEEN

OC PUBLIC WORKS

AND

RONDEUX RELOCATION SERVICES, INC. DBA PENN CORPORATE RELOCATION



SUBORDINATE CONTRACT CT-080-19010962 For Moving and Related Services

THIS Subordinate Contract, Number CT-080-19010962 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 Rondeux Relocation Services, Inc. dba Penn Corporate Relocation., with a place of business at 1515 West Mable Street, Anaheim, CA 92802; 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.
- 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: <u>ray.jadali@ocpw.ocgov.com</u>
cc:	OC Public Works/Admin/Procurement Services Attn: Michael Macias, DPA 300 North Flower Street, 8 th Floor Santa Ana, CA 92703-5001 714-667-9628 Email: <u>Michael.macias@ocpw.ocgov.com</u>
Contractor:	Rondeux Relocation Services, Inc. dba Penn Corporate Relocation Attn: Ron Larrieu 1515 W Mable St. Anaheim, CA 92802 Phone: (714) 808-9300 Email: <u>ron.larrieu@pennservices.net</u>

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

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

CT 080 19010962 Moving and Related Services

- 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

Signature Page

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

RONDEUX RELOCATION SERVICES, INC. DBA PENN CORPORATE RELOCATION *

Mr Edu	Ronald E. Larrieu	President/CEO	3/26/2019
Signature	Name	Title	Date
DocuSigned by: Donald A. Out	Ronald A. Ott	CFO	3/26/2019
87D7CEEFA583476	Ronard A. Ott		3/20/2019
Signature	Name	Title	Date

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

Signature	Name	Title	Date
BY	Ined by: Graliam E3BD64E0		
PRINT N			
3/27/20	19		

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

III. CONTACTS:

A. County Coordinator/Project Manager

1. Ray Jadali

Phone: 714-667-8810 Email: <u>Ray.Jadali@ocpw.ocgov.com</u>

B. Contractor:

Ron Larrieu Phone: (714) 808-9300 Email: <u>ron.larrieu@pennservices.net</u>

FUNDING AVAILABILITY:

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

IV. BILLING ADDRESS:

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