

AGREEMENT FOR THE PURCHASE AND INSTALLATION OF CUBICLES AND RELATED FIXTURES

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as "County", and AAA Business Interiors, hereinafter referred to as "Contractor", collectively referred to as the "parties".

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to County the services described in the Scope of Services attached hereto and incorporated herein as Exhibit A at the time and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibits A/B/C, the Agreement shall prevail.

2. **TERM.** This Agreement shall commence on August 8, 2017 and continue in full force and effect until terminated as hereinafter provided.

3. **COMPENSATION.** Contractor has been selected by County to provide the services described hereunder in Exhibit "A" (Scope of Services), attached hereto. Compensation to Contractor shall not exceed eighty four thousand, nine hundred, and forty-nine dollars and thirty-six cents (\$84,949.36).

The County shall compensate Contractor for services rendered provided that Contractor is not in default under any provisions of this agreement. Compensation to Contractor is contingent upon appropriation of federal, state and county funds.

4. **TERMINATION.** This Agreement may be terminated by mutual consent of the parties or by County upon 30 days written notice to Contractor.

In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

5. **MODIFICATION.** This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and County executed by Robert Massarelli, Community Development Director.

6. **NOTICES.** All notices between the parties shall be in writing addressed as follows:

County of Lake
Community Development Department
255 N. Forbes Street
Lakeport, CA
Attn: Robert Massarelli – CDD Director

AAA Business Interiors
TCPN - Contract R142208
48 St. James Drive
Santa Rosa, CA 95403
Attn: Darvin Goodrum

7. **EXHIBITS.** The Agreement Exhibits, as listed below, are incorporated herein by reference (see attached):

**AGREEMENT FOR THE PURCHASE AND INSTALLATION OF
CUBICLES AND RELATED FIXTURES**

Exhibit A – Scope of Services
Exhibit B – Fiscal Provisions
Exhibit D – Compliance Provisions

8. **TERMS AND CONDITIONS.** Contractor warrants that it will comply with all terms and conditions of this Agreement and Exhibits, and all other applicable federal, state and local laws, regulations and policies.

9. **INTEGRATION.** This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

Executed at _____, California on _____.

COUNTY OF LAKE

CONTRACTOR

CHAIR, Board of Supervisors

AAA Business Interiors

ATTEST:
CAROL J. HUCHINGSON
Clerk to the Board of Supervisors

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

By: _____

By: _____

**AGREEMENT FOR THE PURCHASE AND INSTALLATION OF
CUBICLES AND RELATED FIXTURES
EXHIBIT “A” – SCOPE OF SERVICES**

1. **CONTRACTOR RESPONSIBILITIES.** Includes the cubicles and related materials being purchased, labor, and the unit and total cost of the purchase and installation.



*** SANTA ROSA SHOWROOM ***
 48 St. James Drive
 Santa Rosa, CA 95403

Showroom by Appointment Only

Date: 7/31/2017

Rep:
 Darvin Goodrum
 707-575-8200 x1321
 415-821-2601 Fax
 DarvinG@aaasolutions.com

Bill To:

Lake County Comm. Devel. Dept.
 Robert Massarelli, AICP
 255 N. Forbes St.
 Lakeport CA 95453

Ship To:

SAME....

Item	Qty.	Product	Sell Price	
			Unit	Extended
1	5	H18717A Box/box/file 28"Hx16 7/8"Dx14 15/16"W Lock/Omt Opts .L Standard Random Key Lock Select Paint Color \$(CORE) PAINT: Select Core Paint Select Paint ~ Undecided PAINT Option	\$189.72	\$948.60
2	36	HPSEAT24ND Contain 15x24 Pedestal Cushion Select Upholstery for PSEAT24 \$(1) Gr 1 Uph Grd 1 Uph ~ Undecided FABRIC Option	\$54.56	\$1,964.16
3	36	H15923A Flagship B/F Mobile Ped 22H x15W x 22-7/8D/A Pull Lock/Omt Opts .L Standard Random Key Lock Select Paint Color \$(CORE) PAINT: Select Core Paint Select Paint ~ Undecided PAINT Option	\$160.27	\$5,769.72
4	41	HH871501 Duplex Receptacle Circuit 1 3-1 & 2-2 Systems Select Paint Color ~ Undecided PAINT Option	\$11.47	\$470.27
5	37	HH871502 Duplex Receptacle Circuit 2 3-1 & 2-2 Systems Select Paint Color ~ Undecided PAINT Option	\$11.47	\$424.39
6	36	HH871504 Duplex Receptacle Circuit 4 3-1 & 2-2 Systems Select Paint Color ~ Undecided PAINT Option	\$11.47	\$412.92
7	36	HHTADF4 Four-port Flex Mode faceplate Select Color Option .P Color: Black	\$6.82	\$245.52
8	61	HH871236 Electrical Power Harness 36W 3-1 & 2-2 Systems	\$57.35	\$3,498.35
9	1	HH871224 Electrical Power Harness 24W 3-1 & 2-2 Systems	\$57.35	\$57.35
10	1	HH871248 Electrical Power Harness 48W 3-1 & 2-2 Systems	\$60.14	\$60.14
11	11	HH871912 Ceiling In-Feed Cable 144" long	\$66.34	\$729.74
12	11	HECPP156 Integrated Power Pole 13"H 2" x 2" Select Paint Color \$(CORE) PAINT: Select Core Paint Select Core Paint ~ Undecided PAINT Option	\$181.35	\$1,994.85
13	60	HETP5024DP Tackable Top Tier Glass Panel w/o TC 50H x 24W	\$150.66	\$9,039.60

Item	Qty.	Product	Sell Price	
			Unit	Extended
		Fabric Selection \$(A) Gr A Fabric		
		Gr A Fab ~ Undecided FABRIC Option		
		Select Paint Color \$(CORE) PAINT: Select Core Paint		
		Select Core Paint ~ Undecided PAINT Option		
		Select Glass .Q Glass: Clear		
14	60	HETC24		
		Panel Top Cap 24"W	\$9.61	\$576.60
		Select Paint Color \$(CORE) PAINT: Select Core Paint		
		Select Core Paint ~ Undecided PAINT Option		
15	1	HETP5072FP		
		Tackable Panel w/o TC5 0H x 72W	\$166.16	\$166.16
		Fabric Selection \$(A) Gr A Fabric		
		Gr A Fab ~ Undecided FABRIC Option		
		Select Paint Color \$(CORE) PAINT: Select Core Paint		
		Select Core Paint ~ Undecided PAINT Option		
16	28	HETP5072DP		
		Tackable Top Tier Glass Panel w/o TC 50H x 72W	\$257.30	\$7,204.40
		Fabric Selection \$(A) Gr A Fabric		
		Gr A Fab ~ Undecided FABRIC Option		
		Select Paint Color \$(CORE) PAINT: Select Core Paint		
		Select Core Paint ~ Undecided PAINT Option		
		Select Glass .Q Glass: Clear		
17	29	HETC72		
		Panel Top Cap 72"W	\$27.59	\$800.11
		Select Paint Color \$(CORE) PAINT: Select Core Paint		
		Select Core Paint ~ Undecided PAINT Option		
18	7	HETP5048DP		
		Tackable Top Tier Glass Panel w/o TC 50H x 48W	\$180.11	\$1,260.77
		Fabric Selection \$(A) Gr A Fabric		
		Gr A Fab ~ Undecided FABRIC Option		
		Select Paint Color \$(CORE) PAINT: Select Core Paint		
		Select Core Paint ~ Undecided PAINT Option		
		Select Glass .Q Glass: Clear		
19	1	HETP5048FP		
		Tackable Panel w/o TC 50H x 48W	\$121.21	\$121.21
		Fabric Selection \$(A) Gr A Fabric		
		Gr A Fab ~ Undecided FABRIC Option		
		Select Paint Color \$(CORE) PAINT: Select Core Paint		
		Select Core Paint ~ Undecided PAINT Option		
20	8	HETC48		
		Panel Top Cap 48"W	\$17.98	\$143.84
		Select Paint Color \$(CORE) PAINT: Select Core Paint		
		Select Core Paint ~ Undecided PAINT Option		
21	27	HETP5036FP		
		Tackable Panel w/o TC 50H x 36W	\$101.99	\$2,753.73
		Fabric Selection \$(A) Gr A Fabric		
		Gr A Fab ~ Undecided FABRIC Option		
		Select Paint Color \$(CORE) PAINT: Select Core Paint		
		Select Core Paint ~ Undecided PAINT Option		
22	34	HETP5036DP		
		Tackable Top Tier Glass Panel w/o TC 50H x 36W	\$157.17	\$5,343.78
		Fabric Selection \$(A) Gr A Fabric		

Item	Qty.	Product	Sell Price	
			Unit	Extended
		Gr A Fab ~ Undecided FABRIC Option		
		Select Paint Color \$(CORE) PAINT: Select Core Paint		
		Select Core Paint ~ Undecided PAINT Option		
		Select Glass .Q Glass: Clear		
23	61	HETC36 Panel Top Cap 36"W	\$14.88	\$907.68
		Select Paint Color \$(CORE) PAINT: Select Core Paint		
		Select Core Paint ~ Undecided PAINT Option		
24	29	HEC50PT T Connector 50H	\$38.75	\$1,123.75
		Select Paint Color \$(CORE) PAINT: Select Core Paint		
		Select Core Paint ~ Undecided PAINT Option		
25	33	HSCKTPS Straight Connector Kit	\$4.65	\$153.45
		Select Paint Color .X No Option		
26	5	HEWS50P Wall Starter Kit for Panels 50H	\$25.11	\$125.55
		Select Paint Color \$(CORE) PAINT: Select Core Paint		
		Select Core Paint ~ Undecided PAINT Option		
27	43	HEC50PL L Connector 50H	\$38.75	\$1,666.25
		Select Paint Color \$(CORE) PAINT: Select Core Paint		
		Select Core Paint ~ Undecided PAINT Option		
28	60	HEFEC50P Panel Finished End Covers 50H	\$14.88	\$892.80
		Select Paint Color \$(CORE) PAINT: Select Core Paint		
		Select Core Paint ~ Undecided PAINT Option		
29	3	HEC50PX X Connector 50H	\$38.75	\$116.25
		Select Paint Color \$(CORE) PAINT: Select Core Paint		
		Select Core Paint ~ Undecided PAINT Option		
30	5	HFTLD36 Flock 36 Diameter Round Laminate Top	\$150.54	\$752.70
		Edge Type .G 2MM Edge		
		Select Edge Color ~ Undecided EDGE Option		
		Grommet Selection .N No Grommet		
		Select Grade \$(L1STD) Grd L1 Standard Laminates		
		Select Laminate Finish ~ Undecided LAMINATE Option		
31	5	HFXB29B Flock x-base for 29 1/2"h tables Use w/36" tops	\$221.91	\$1,109.55
		Select Paint Color ~ Undecided PAINT Option		
32	3	HCWR2472TT Accelerate Rectangle wksfc TEE span 24"D x 72"W	\$142.91	\$428.73
		Select Laminate \$(L1STD) Grd L1 Standard Laminates		
		Laminate Selection ~ Undecided LAMINATE Option		
		SELECT T-MOLD COLOR ~ Undecided EDGE Option		
		Select Grommet Color ~ Undecided GROMMET Option		
33	3	HWR2472T Systems Worksurface Rectangular 24Dx72W	\$133.30	\$399.90
		Select Laminate \$(L1STD) Grd L1 Standard Laminates		
		Laminate Selection ~ Undecided LAMINATE Option		
		SELECT T-MOLD COLOR ~ Undecided EDGE Option		

Item	Qty.	Product	Sell Price	
			Unit	Extended
		Select Grommet Color ~ Undecided GROMMET Option		
34	18	HWV93AARP Systems 72x36x24x24Rt Corner Cove Worksurface Edgeband	\$194.06	\$3,493.08
		Select Laminate \$(L1STD) Grd L1 Standard Laminates		
		Laminate Selection ~ Undecided LAMINATE Option		
		Select Edgeband Color ~ Undecided EDGE Option		
		Select Grommet Color ~ Undecided GROMMET Option		
35	35	HWR2436P Systems Rectangular Worksurface Edgeband 24D x 36W	\$100.44	\$3,515.40
		Select Laminate \$(L1STD) Grd L1 Standard Laminates		
		Laminate Selection ~ Undecided LAMINATE Option		
		Select Edgeband Color ~ Undecided EDGE Option		
		Select Grommet Color ~ Undecided GROMMET Option		
36	18	HWV93AALP Systems 72x36x24x24Left Corner Cove Worksurface Edgebd	\$194.06	\$3,493.08
		Select Laminate \$(L1STD) Grd L1 Standard Laminates		
		Laminate Selection ~ Undecided LAMINATE Option		
		Select Edgeband Color ~ Undecided EDGE Option		
		Select Grommet Color ~ Undecided GROMMET Option		
37	1	HWR2448P Systems Rectangular Worksurface Edgeband 24D x 48W	\$117.49	\$117.49
		Select Laminate \$(L1STD) Grd L1 Standard Laminates		
		Laminate Selection ~ Undecided LAMINATE Option		
		Select Edgeband Color ~ Undecided EDGE Option		
		Select Grommet Color ~ Undecided GROMMET Option		
38	5	HWV95AARP Systems 72x48x24x24Rt Corner Cove Worksurface Edgeband	\$242.42	\$1,212.10
		Select Laminate \$(L1STD) Grd L1 Standard Laminates		
		Laminate Selection ~ Undecided LAMINATE Option		
		Select Edgeband Color ~ Undecided EDGE Option		
		Select Grommet Color ~ Undecided GROMMET Option		
39	78	FLAT24 Flat Brackets, 24" Mending plates	\$17.67	\$1,378.26
40	36	HCTL242 24D Cantilever One Pair	\$23.25	\$837.00
		Select Paint Color \$(CORE) PAINT: Select Core Paint		
		Select Core Paint ~ Undecided PAINT Option		
41	77	HWSB2 Worksurface Bracket Kit	\$12.40	\$954.80
		Select Paint Color \$(CORE) PAINT: Select Core Paint		
		Select Core Paint ~ Undecided PAINT Option		
42	42	HLSLZ5SC72 60"W External Stiffener	\$30.07	\$1,262.94
		Select Color Option .P Color: Black		
43	5	HLSLZ5SC54 42"W External Stiffener	\$25.42	\$127.10
		Select Color Option .P Color: Black		
44	6	HRVEP2429L Abound 29"H x 24"D Left End Panel	\$62.62	\$375.72
		Select Paint Color \$(CORE) PAINT: Select Core Paint		
		Select Core Paint ~ Undecided PAINT Option		
45	6	HRVEP2429R Abound 29"H x 24"D Right End Panel	\$62.62	\$375.72

Item	Qty.	Product	Sell Price	
			Unit	Extended
		Select Paint Color \$(CORE) PAINT: Select Core Paint Select Core Paint ~ Undecided PAINT Option		
46	5	HSDEP2429F 24'D End-Panel Supports: Freestanding Select Paint Color \$(CORE) PAINT: Select Core Paint Select Core Paint ~ Undecided PAINT Option	\$54.56	\$272.80
47	5	HSDCDPA29L 29.5"H Corner w/ Desk Panel Attchmnt Kit for Abode Select Paint Color \$(CORE) PAINT: Select Core Paint Select Core Paint ~ Undecided PAINT Option	\$26.97	\$134.85
48	10	HSDG Gussets (1 Pr) Select Paint Color \$(CORE) PAINT: Select Core Paint Select Core Paint ~ Undecided PAINT Option	\$31.62	\$316.20
49	1	LABOR Labor to receive, deliver, & install 41 workstations as per drawings.	\$13,120.00	\$13,120.00
50	1	LABOR 2nd Installation based on a 2nd date to be determined....	\$1,150.00	\$1,150.00
51	1	LABOR 3rd Installation based on a 3rd date to be determined....	\$1,150.00	\$1,150.00
52	1	NOTES Product no longer able to be met on site. Must be delivered off site	\$0.00	\$0.00
53	0	Below box/box/File & Storage Wardrobe for pricing purpose purpos	\$0.00	\$0.00
54	0	HSTBX502424LBB Contain 50x24x24 Wrdrb L/Dr/B/B/F- Mtl Frt A Pll Select Paint Color \$(CORE) PAINT: Select Core Paint Select Core Paint ~ Undecided PAINT Option Lock/Omt Opts .L Standard Random Key Lock	\$698.95	\$0.00
		Design Design	\$0.00	\$0.00

Quote '**Total**' subject to applicable sales tax.

Total Sell: \$84,949.36

Make Purchase order out to...

AAA Business Interiors
TCPN - Contract R142208
48 St. James Drive
Santa Rosa, CA 95403

Ship to:

Send copy to...

Darvin Goodrum @
email: DarvinG@aaasolutions.com

Item	Qty.	Product	Sell Price	
			Unit	Extended

GENERAL FURNITURE TERMS AND CONDITIONS

- 1. PROPOSAL ESTIMATES.** This proposal is subject to applicable sales tax at the time the furniture is delivered. Any delivery and installation quotes are based on non-union and non-prevailing wage labor between the hours of 7:00am to 4:00pm, Monday through Friday, unless otherwise stated.
- 2. ORDER PROCESSING.** The customer is responsible for verifying all model numbers, dimensions, sizes, finishes and quantities are correct as specified on the proposal. Once the order has been placed, it is non-cancelable and non-returnable. Any change must occur within 24 hours of AAA receipt of signed quote.
- 3. ADDITIONAL CHARGES.** The site is to be free and clear for installation at the agreed upon date and time. If your site is not ready to accept delivery and installation, the order is immediately billable. Any labor costs for transporting the product to an alternate location, including back to the AAA warehouse, and for redelivering and storing product, will be chargeable to the client. If there are any unusual conditions that were not specifically covered by the quote, including having to move or dispose of existing furniture, the labor costs to address these conditions are chargeable to the client. AAA Business Interiors will assess a finance charge of 1.5% on all past due balances.
- 4. DROP SHIPMENTS.** In the event that a customer has chosen to have the product shipped directly from the manufacturer to their designated location, the customer assumes responsibility of the product, the labor to remove the product from the truck and to inspect the order for accuracy and damages. The title and risk of loss is immediately passed onto the customer upon delivery. If any portion of the shipment is damaged or missing, the customer is not to sign off on the receipt until the delivery company makes an appropriate notation on the receipt. The customer is responsible for filing a freight claim with the delivery company within 3 days of receipt. If there is any concealed damage, the customer agrees to make a written request within 7 days to the freight company directly. At time of receipt, regardless of the status of any freight claims, the customer agrees the invoice is payable in full.
- 5. LIABILITIES AND WARRANTIES.** AAA Business Interiors is not liable for any defective product but shall pass on the warranty of the manufacturer. Any damage or loss of the product shall be the customer's responsibility unless caused by AAA Business Interiors. AAA Business Interiors is not liable for delays in delivery where the cause is beyond reasonable control. AAA Business Interiors responsibility is to deliver and assemble within a reasonable time based upon the manufacturer's acknowledgment date at time of order. Under no circumstances shall the customer deem AAA liable for damages caused by delay, loss of profit, or interruption of service.
- 6. ELECTRICAL DISCLAIMER.** When required, the customer will provide their own electrical power and the services of an electrician. It is the customer's responsibility to ensure that the electrician wires the furniture according to applicable code.

- 7. A 50% Deposit is required on all orders unless specified on AAA quote.**

ACCEPTED BY: _____ **DATE:** _____

PRINT NAME HERE: _____

TITLE: _____

COMPANY NAME: _____ **PO# if Required:** _____

**AGREEMENT FOR THE PURCHASE AND INSTALLATION OF
CUBICLES AND RELATED FIXTURES
EXHIBIT “B” – FISCAL PROVISIONS**

1. CONTRACTOR’S FINANCIAL RECORDS. Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget’s Cost Principles.

2. INVOICES.

2.1 Contractor’s invoices shall be submitted in arrears on a monthly basis, or such other time that is mutually agreed upon in writing, and shall be itemized and formatted to the satisfaction of the County.

2.2 County shall make payment within 20 business days of an undisputed invoice for the compensation stipulated herein for supplies delivered and accepted or services rendered and accepted, less potential deductions, if any, as herein provided. Payment on partial deliverables may be made whenever amounts due so warrant or when requested by the Contractor and approved by the Assistant Purchasing Agent.

3. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS

3.1 Contractor warrants that it shall comply with all audit requirements established by County and will provide a copy of Contractor’s Annual Independent Audit Report, if applicable.

3.2 County may conduct periodic audits of Contractor’s financial records, notifying Contractor no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. Contractor shall allow County, or other appropriate entities designated by County, access to all financial records pertinent to this Agreement.

3.3 Contractor shall reimburse County for audit exceptions within 30 days of written demand or shall make other repayment arrangements subject to the approval of County.

**AGREEMENT FOR THE PURCHASE AND INSTALLATION OF
CUBICLES AND RELATED FIXTURES
EXHIBIT "C" – COMPLIANCE PROVISIONS**

1. **INFORMATION INTEGRITY AND SECURITY.** Contractor shall immediately notify County of any known or suspected breach of personal, sensitive and confidential information related to Contractor's work under this Agreement.

2. **NON-DISCRIMINATION.** Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

3. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

3.1 The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

D. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.

3.2 Contractor shall report immediately to County, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

5. **INDEMNIFICATION AND HOLD HARMLESS.**

Contractor shall indemnify and hold harmless County from any and all claims, demands, actions, liability or loss which may arise from or be incurred as a result of the negligent performance of this Agreement by Contractor.

Contractor's obligations under this Section shall survive the termination of the Agreement.

AGREEMENT FOR THE PURCHASE AND INSTALLATION OF CUBICLES AND RELATED FIXTURES

6. STANDARD OF CARE. Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

7. INTEREST OF CONTRACTOR. Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

8. DUE PERFORMANCE – DEFAULT. Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within 30 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

9. INSURANCE.

9.1 Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

9.2 Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

9.3 Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

9.4 Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

9.5 Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the

AGREEMENT FOR THE PURCHASE AND INSTALLATION OF CUBICLES AND RELATED FIXTURES

County of Lake as additional insured. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.

9.6 In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.

9.7 For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

9.8 The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had delivered to County the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

9.9 Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

9.10 Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

10. ATTORNEY'S FEES AND COSTS. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

11. ASSIGNMENT. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims

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for money due or to become due Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

12. PAYROLL TAXES AND DEDUCTIONS. Contractor shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

13. INDEPENDENT CONTRACTOR. It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the contracted for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

14. OWNERSHIP OF DOCUMENTS. All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of County.

15. SEVERABILITY. If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

16. ADHERENCE TO APPLICABLE DISABILITY LAW. Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

17. HIPAA COMPLIANCE. Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

18. SAFETY RESPONSIBILITIES. Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

19. JURISDICTION AND VENUE. This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

AGREEMENT FOR THE PURCHASE AND INSTALLATION OF CUBICLES AND RELATED FIXTURES

20. RESIDENCY. All independent contractors providing services to County for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

21. NO THIRD-PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.