

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND Faragon Restoration Ltd.

This Agreement is entered into this _____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Faragon Restoration Ltd., hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that the Contractor be retained for on-call emergency restoration services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

Exhibit C--Pricing for Materials, Equipment and other Miscellaneous items

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Two Million Dollars and Zero Cents (\$2,000,000.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from Tuesday, February 24, 2026 through Sunday, February 23, 2031.

5. Termination

This Agreement may be terminated by Contractor or by the Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship to Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this

Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

10.1. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

10.2. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

10.3. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor’s operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability..... \$1,000,000

(b) Motor Vehicle Liability Insurance..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Levine Act Compliance

The Contractor certifies and warrants that Contractor has fully complied, and will remain in full compliance, with all applicable requirements of the Levine Act in connection with this Agreement, including making any required disclosures of campaign contributions to County Officers, which includes but may not be limited to elected County Officers. Elected County Officers include members of the San Mateo County Board of Supervisors, as well as the Assessor-County Clerk-Recorder, Controller, Coroner, District Attorney, Sheriff, and Tax Collector-Treasurer. Any campaign contribution required to be disclosed under the Levine Act in connection with this Agreement shall be disclosed on the disclosure form provided by the County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request.

13. Non-Discrimination and Other Requirements

13.1. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

13.2. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

13.3. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

13.4. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

13.5. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

13.6. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

13.7. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

13.8. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

14. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

15. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

16. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

17. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

18. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Roxanne Maquinana/Program Services Manager
Address: 555 County Center, Redwood City, CA, 94063
Telephone: (650) 363-4100
Email: rmaquinana@smcgov.org

In the case of Contractor, to:

Name/Title: Christian Munk/Operations Director/Founder
Address: 1087 Revere Ave., San Francisco, CA 94124
Telephone: 415-999-5446
Email: cmunk@faragonrestoration.com

19. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

20. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

21. Prevailing Wage

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2-

Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

22. Rehabilitation Act of 1973

Refer to the attachment required to be completed by the Contractor.

23. Prison Rape Elimination Act (PREA) of 2003

Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42. U.S.C. 15601 ET. Seq.), and applicable PREA Standards including but not limited to those regarding preventing, reporting, monitoring, and eradicating any form of sexual abuse within San Mateo County Sheriff's Office Facilities/Programs /Offices owned, operated or contracted. Failure to comply with PREA, including PREA Standards and related San Mateo County Sheriff's Office Policies, may result in termination of the contract.

SIGNATURE PAGE TO FOLLOW

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Faragon Restoration Ltd.

<small>DocuSigned by:</small> <i>Christian Munk</i> <small>4643AB4887924E1...</small>	<u>2/17/2026</u>	<u>Christian Munk</u>
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

The Contractor shall provide on-call emergency restoration services. The anticipated services are to be performed within a designated area of the County. However, if the need arises, the County reserves the right to require the vendor to work at any location or facility under the jurisdiction of the County. The work to be done consists, in general, of providing essential and time-sensitive projects as they may occur and providing all labor, materials, tools, appurtenances, and equipment required as well as any other items and details not mentioned but required to complete the work and as directed by the Director of Public Works or the Director's designee. Separate Task Orders will be issued under each agreement, as warranted, throughout the term of the Agreement.

Detailed Scope of Work is as follows:

Emergency Restoration Services

- Contractor shall provide 24/7 emergency response for water, fire, smoke, and mold damage.
- Contractor shall perform a variety of tasks, including, but not limited to, the testing, assessment, containment, remediation, cleaning and sanitization of surfaces and surface areas in and around County facilities.
- Services shall include, but not be limited to, the following:
 - A. Testing and Assessment - in-person field verification and inspection.
 - B. Containment - supply and installation of barriers and any equipment necessary to facilitate complete and proper containment.
 - A. Remove contaminated soil or hazardous materials from facilities.
 - C. Remediation - all labor, materials, equipment for removal and proper off-site disposal of identified materials, including hazardous waste.
 - A. Restore flooring, drywall, and other structural elements affected by damage
 - D. Cleaning and Sanitization - all labor, materials, equipment to properly clean and restore identified areas to acceptable environmental standards.
 - A. Water extraction, drying, dehumidification, and mold remediation
 - B. Conduct fire and smoke damage cleanup, including odor removal and soot elimination
- No action shall take place without the explicit approval of the Facilities Maintenance Operations Supervisor or Facilities Manager. Proper personal protective equipment (PPE) shall be worn at all times by personnel.

Contractor Responsibilities

- **Debris.** Clean work areas daily, at the end of the workday, of all work-generated debris. NOTE: Unless pre-approved by a Department of Public Works' (Department) representative, debris shall not be placed in County of San Mateo (County dumpsters but shall be removed from the work site by the Contractor.
- **Labor Rates.** Unless otherwise provided for herein, the labor fees are for prevailing wage rates.
- **Permits.** If required, the Contractor shall obtain all permits pertaining to any assigned work (NOTE: Department shall reimburse the Contractor for the government-mandated fees pertaining to permits, but not for additional labor, profit, or overhead incurred obtaining them).

- **Safety Standards.** Each contractor shall ensure that each worker knows and abides by safety precautions in the use of tools and equipment in providing these services. The Contractor shall, upon the Department's request, provide the Department with a copy of its safety policy. Contractor shall follow all industry-recognized standard practices for proper testing, assessment, containment, remediation, cleaning and sanitization of contaminated surfaces and areas. Contractor shall have all employees on a County-owned site complete and turn in a Contractor Safety Form.
- **Regulatory Requirements.** Contractor shall exercise and maintain all applicable Federal, State, County and Municipal regulatory requirements as it pertains to health and safety. Regulators include but are not limited to the Occupational Safety and Health Administration (OSHA), Bay Area Air Quality Management District (BAAQMD), Department of Environmental Health and California Air Resources Board. Where there is a conflict between applicable regulations, the most stringent shall apply. This includes removal and disposal of any hazardous waste.
- **Tools/Equipment/Materials.** The Contractor shall ensure that at all times during the work tools, equipment, and material are handled, placed, and stored in a secure and safe manner so as to protect all parties, including, but not limited to, the Contractor's workers, County tenants and staff, and the public at large. The Contractor shall ensure that during non-working hours items are not left unattended on the job site when safety shall be compromised. Because the buildings that the Contractor shall be working in shall occupied, hallways shall be kept clear for access and egress.
- **Warranty/Guarantee.** All work provided by Contractor pursuant to any contract that ensues from this solicitation shall be warranted or guaranteed by that Contractor for no less than 180 days. The Contractor shall provide all labor for warranty work for the length of the manufacturers warrant on a new system that the Contractor installs.
- **Weekends.** Unless approved by the Department, in writing, the Contractor shall not perform work on County property during holidays or weekends (Saturday or Sunday).
- **Licenses.** Contractor shall hold and maintain all required licenses and certificates to perform the contracted scope of work.

Proposal and Payment Understanding

The on-call services shall be performed by a negotiated lump sum cost which shall include all labor, materials, parts, tools, equipment, and any other items deemed necessary to perform a scope of work and/or provide a complete project. Contractors acknowledge that they understand these conditions upon signing of any on-call agreement. On-call work shall also be performed on an hourly basis per approved and agreed upon rates (shall be no less than prevailing wage).

Additional Scope - The Contractor shall list all other sub-tasks, materials and equipment deemed necessary for successful completion of the project. This shall be broken down into sub-tasks, as appropriate, and the contractor's fee should reflect the corresponding costs.

Response Time

Once ordered to proceed with work at a specific location by the Department, the Contractor shall complete the work in a timely manner as directed by the Department.

- A. Possess and maintain a service request reporting system, such as designated phone contact with 24 hours, 7 days per week service, capable of dispatching service personnel. The reporting system and telephone number shall be provided to the Department upon commencement of this contract.
- B. Respond to, mobilize, and be onsite ready to start work for all emergency requests within two (2) hours of initial contact, unless a longer response time is agreed to by the Department's Facilities Maintenance and Operations (FMO) Manager, and/or Department's designee.

- C. Respond to, mobilize, and be onsite ready to start work for non-emergency requests within 24 hours, unless a longer response time is agreed to by Department's FMO Manager, and/or Department's designee.
- D. Time to respond shall start when the County reports the problem to the Contractor's designated emergency phone number. The Contractor shall provide a call back to the FMO Manager, and/or Department's designee within thirty (30) minutes of the initial call if unanswered by the Contractor.
- E. If containment and cleaning cannot be completed upon arrival, the facility and areas of work shall be left in a secured manner to ensure the safety of County employees, clients and facilities. The FMO Manager, and/or Department's designee shall be notified of the condition(s) at the specified site and shall be given a status update and provided a clear and outlined, step-by-step procedure in the form of a written or typed document, hand-delivered or emailed, for the cleaning of the target area(s) to acceptable and established standards.

Task Order Negotiation:

Contractor shall be entitled to payments in consideration for work performed per above, and based on those professional fees set forth in Exhibit B. Separate and individual "not-to-exceed" (NTE) cost proposals may be requested from Contractor during the term of the Agreement. The County shall review the proposal as to scope, cost and delivery schedule.

Task Order Authorization:

Each task order shall include specific work requirements, time frames for completion and NTE cost amount, which shall be mutually agreed upon by Contractor and County in writing prior to commencement of each task order. Once a proposal is found to be acceptable, a task order authorization shall be issued, as needed and at the Department's sole discretion for each individual project or scope of work as defined in the task order. The contractor shall commence work upon receipt of task order authorization. The contractor agrees to complete the approved project or task order work for an amount equal to or less than the approved project or task order NTE amount and within the time limits set forth in the approved project or task order timetable.

Changes in Work:

Upon agreement by both County and Contractor, any substantive changes to the timeline, "not-to-exceed" amount, or scope of work of a task order shall be approved in writing and shall result in an amendment to the task order. All other terms and conditions of the Agreement shall remain in full force and effect.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Contractor shall comply with prevailing wage laws, when project requires it, and as determined by the Department of Industrial Relations.

Additional costs for services deemed necessary by the County for the completion of each task order shall be authorized in writing prior to proceeding with work. Billing rates for services provided under this Agreement shall be based upon the Contractor's fee schedule as referenced as part of this Agreement. The County reserves the right to withhold payment if the quality or quantity of the work performed is unacceptable.

Contractor **labor rates** at prevailing wages are as follows:

Line Item	Description	Each/Hour	Unit Cost
1	Project Manager	Per Hour	\$100.15
2	Project Estimator	Per Hour	\$100.15
3	Project Coordinator	Per Hour	\$100.15
4	General Laborer	Per Hour	\$70.06
5	Labor/Trade Foreman	Per Hour	\$102.07
6	Truck Driver	Per Hour	\$98.14
7	Demolition Technician	Per Hour	\$98.14
8	Equipment Operator	Per Hour	\$102.07
9	Painter	Per Hour	\$81.92
10	Drywall Installer/Finisher	Per Hour	\$105.41
11	Carpenter	Per Hour	\$104.24
12	Restoration Technician	Per Hour	\$98.14
13	Restoration Supervisor	Per Hour	\$102.07
14	Dehumidification Technician	Per Hour	\$98.14
15	Mold Technician	Per Hour	\$129.82
16	Fire/Smoke Technician	Per Hour	\$83.15
17	Hazardous Materials/Asbestos Technician	Per Hour	\$129.82
18	Hazardous Materials/Asbestos Supervisor	Per Hour	\$146.19
19	Air Quality Monitoring Technician	Per Hour	\$195.00
20	Bio-Hazard Clean-up Technician	Per Hour	\$249.03
21	Bio-Hazard Clean-up Supervisor	Per Hour	\$373.92
22	General Inspector	Per Hour	\$100.15

Please see attached **Exhibit C** for Contractor's **Pricing for Materials, Equipment and other Miscellaneous items**.

Amount and Method of Payment:

County shall pay Contractor based on the terms of the individually approved task orders under this on call agreement. The Contractor may have several task orders assigned by the County as part of this on-call agreement. Payment shall not be made for any work unless approved and authorized in advance by the County. Total compensation paid to the Contractor for all task orders assigned will not be greater than the NTE amount of the agreement and may be less than the NTE amount of the agreement. Since this is an on-call agreement, the number of task orders issued is indeterminate, the resulting total compensation paid to the Contractor may be significantly less than the NTE amount of the agreement. The Contractor's fee schedule rates shall not be adjusted unless approved through a contract amendment by the Contractor and the County.

Invoice(s) shall be submitted by the Contractor according to progress achieved and recognized by the Department, for payment by the County thirty (30) working days from date of receipt, provided that the invoices are complete and absent errors and/or corrections as may be found upon review of invoice(s). Invoices shall be submitted to the Department of Public Works at the completion of service. Payment will be made within thirty (30) days of receipt in the Accounting Division, a written itemized invoice identifying the Agreement number, Task Order, complete scope of work, specific work completed, location of work, and breakdown of charges.

In any event, the total payment for services of Contractor shall not exceed **\$2,000,000**, and the County shall have the right to withhold payment if the County determines that the quantity and/or quality of the work performed is unacceptable.

Remit invoices to:
County of San Mateo
Department of Public Works
Attn: Accounting Unit
555 County Center, 5th Floor
Redwood City, CA 94063
Email: dpw_accounting@smcgov.org

EXHIBIT C

Department of Public Works San Mateo	Unit Cost/ Hourly Labor	Total Fee
Testing Rates		
Asbestos Testing (samples are separate)	\$500.00	\$500.00
Lead Testing (samples are separate)	\$500.00	\$500.00
Permits & Fees		
Permits & Fees (dependent on scope of work)	\$2,000.00	\$2,000.00
Equipment Rates		
HEPA filter (for negative air exhaust fan)	\$224.96	\$224.96
Respirator - Full face - multi-purpose resp. (per day)	\$7.61	\$7.61
Power distribution box - below 100 amp (per day)	\$62.58	\$62.58
Power distribution box - 100+ amp (per day)	\$125.00	\$125.00
Wood floor drying extraction mat (per 24 hr prd) No monit.	\$181.75	\$181.75
Wall cavity drying-Inj. type (per 24 hr period)	\$141.00	\$141.00
Scaffold - per section (per day)	\$27.74	\$27.74
Hydroxyl generator - odor counteractant - 2 optics	\$180.00	\$180.00
Disinfect building - fog / spray -per SF	\$0.80	\$0.80
Disinfect building - fog / spray -per SF - after hours	\$1.15	\$1.15
Containment Barrier- Plastic (per sf)	\$0.17	\$0.17
Containment Barruer- Zipper	\$30.00	\$30.00
Containment Barrier - tension post (per day)	\$3.35	\$3.35
Dehumidifier charge XXL (Maximum capacity)-per day	\$144.98	\$144.98
Dehumidifier charge XL (XLarge capacity)-per day	\$113.76	\$113.76
Dehumidifier charge L (Large Capacity)-per day	\$83.54	\$83.54
Air mover charge-per day	\$38.00	\$38.00
Negative air fan/ Air scrubber charge-per day	\$80.57	\$80.57
Ozone Air Purification Treatment per Cubic feet of affected area	\$0.15	\$0.15
HEPA Vacuuming per hourly charge	\$133.11	\$133.11

Category	Total
Adhesives, Sealants & Tapes	
Caulking - Alex Fast Dry 10.1oz White - EA	\$ 6.88
Caulking - Alex Plus 10.1oz White - EA	\$ 5.58
Caulking - Sikaflex 10.1oz White - EA	\$ 11.05
Caulking - Vinyl Adhesive 11 oz - White - EA	\$ 8.82
Caulking - IFC Fire Caulk 10 oz Tube - EA	\$ 18.61
Caulking - IFC Fire Caulk 20 oz Tube - EA	\$ 22.61
Duct Tape - Teal 2" x 90' (24/CS) - EA	\$ 7.43
Double Faced 2"X180" Tape, White - EA	\$ 17.96
Liquid Nails - 10oz. Heavy Duty Adhesive - EA	\$ 4.67
Masking Tape - Blue Dragon 2"x60 yds (24/CS) - EA	\$ 8.06
Masking Tape - Blue 3"x 90' (24/CS) - EA	\$ 18.61
Wood Glue - 16 oz. - EA	\$ 13.01
Caution Tape - 2" x 54' - EA	\$ 11.69
Adhesive Removers 1 Gal	\$ 57.81
Cleaning	
32 oz Professional Spray Bottle (empty) - EA	\$ 7.61
32 oz Professional Spray Bottle w/Alcohol- EA	\$ 23.18
32 oz Professional Spray Bottle w/Fosters- EA	\$ 20.69
32 oz Professional Spray Bottle w/Milgo- EA	\$ 20.69
32 oz Professional Spray Bottle w/Windex- EA	\$ 12.16
Alcohol 70% - 1 Gal	\$ 46.77
Bags - Husky 42 Gal Contractor Black Trash(32/BX) - EA	\$ 1.02
Bags - 42 Gal Woven Demo Contractor (20/BX) - EA	\$ 1.76
Bags - 6 mil poly- Garbage bags (100/BX) - EA	\$ 1.80
Bleach - 121.oz. Germicidal HDX - EA	\$ 11.77
Cleaning Sponges - 1-1/2"X3"X6" Dry for Fire - EA	\$ 2.97
Cleaning Sponges - 3/4"X3"X6" Dry for Fire - EA	\$ 1.77
Degrease All Unsmoke Cleaner - 1 Gal - EA	\$ 34.02
Denatured Alcohol - 1 Gal - EA	\$ 23.84
Dish Washing Soap - 75 oz	\$ 14.95
Fiberlock IAQ 6100-mold resistant coating - 5 GAL	\$ 399.24
Fiberlock IAQ 6100-odor sealer - 5 GAL	\$ 272.21
Hand Cleaner - 15fl.oz. ProClean - EA	\$ 9.11
Milgo Plus - 1gal - Antimicrobial - EA	\$ 63.05
Mop Head refill	\$ 10.39
Ocedar Hardwood Floor & Mop - EA	\$ 18.21
Ocedar Hardwood Floor Refill - 1Gal - EA	\$ 10.39
OdorX 9D9 smoke Odor - 1Gal	\$ 104.13

OdorX Cherry Bad Odor Blocks - EA	\$ 5.36
OdorX Lime Bad Odor Blocks - EA	\$ 5.36
OdorX Cherry Crystal Odor Counteractant - 1 GAL	\$ 54.29
Rags - 16"x16" Blue Microfiber (12/BG) - EA	\$ 0.96
Rags - 16"x18" White - (20 LB/CS[about 40 towels]) - EA	\$ 2.22
Shockwave Anti-Bacterial (1 Gal) - EA	\$ 57.55
Simple Green 1gal - EA	\$ 19.38
Weiman Stainless Steel Cleaner and Polish - Aerosol	\$ 9.36
Yellow Sponge All Purpose (/PK) EA	\$ 6.88
Windex - 128 Oz. Original Glass Cleaner - EA	\$ 19.38
Virucide- Fosters - Gal	\$ 14.86
Filters	
Filter - 4-Pro Evolution & D4000I (3/CS) EA	\$ 11.30
Filter - 4-pro, LGR-7000 (3/CS) EA	\$ 13.91
Filter - 12x14x1, Pleated DryMax XL (12/CS) EA	\$ 7.53
Filter - 2" X 16" X 20", Phoenix	\$ 16.59
Filter - Airscrubbers Pre-filter 16x16 Pads (40/CS) EA	\$ 0.98
Filter - Airscrubbers Carbon Filter 16x16x2 - EA	\$ 13.61
Filter - Rigid vacuum 1 layer 5.0 Gal - EA	\$ 36.46
Filter - Rigid vacuum 3 layer 3.0 Gal - EA	\$ 22.12
Mask & Prep	
4 Mil Poly Sheeting - 10' x 100' - Roll	\$ 26.73
4 Mil Poly Sheeting - 20' x 100' - Roll	\$ 53.48
4 Mil Poly Tubing - 16' x 500' - Roll	\$ 65.56
Carpet Surface Shield- 24x200' Clear - Roll	\$ 46.96
Drop Cloth 4'x15'	\$ 24.74
Drop Cloth 9'x15'	\$ 29.05
Painters Plastic - 0.31 Mil - 12' x 400' - Roll	\$ 22.09
Masking Film - 99INch x 90Ft- Roll - EA	\$ 23.25
Masking Paper - 12x60Yd - Roll - EA	\$ 6.49
Ram Board - 0.046 in x 38 in x 100 ft. Temp Floor Prot.	\$ 83.35
Red Rosin Paper - 35"x166' - Roll	\$ 22.56
Sticky Pads - 25.5"x31.5" (30 layers)	\$ 41.28
Zippers - heavy duty (12/CS) EA	\$ 13.00
Nails, Screws & Staples	
#6x2" Screws - 1Lb	\$ 14.70
T50 1/2 Galvanized Steel Staples (1000/BX)	\$ 14.30
T50 1/4 Galvanized Steel Staples (1000/BX)	\$ 14.30
Personal Protection & Safety	

10Lb Fire Extinguisher w/wall bracket	\$ 86.33
25 Person First Aid Kit - Case	\$ 32.57
Eye wash - 32Oz Bottle	\$ 19.55
Eye wash - Wall Station w/2 Bottles	\$ 47.04
Filter - Respirator	\$ 8.80
Filter - Respirator - Charcoal	\$ 25.63
Glasses - Clear Safety	\$ 2.29
Gloves - Heavy duty Proforce Ranger (12/BX) EA	\$ 1.03
Gloves - M - String nitrile black (100/BX) EA	\$ 0.14
Gloves - XL - String nitrile black (100/BX) EA	\$ 0.14
Gloves - 18 mil - yellow (12/BX) EA	\$ 0.70
Mask - N95 Dust W/Valve (10/BX) EA	\$ 1.24
Mask - N95 Dust (20/BX) EA	\$ 0.87
Respirator - Half mask	\$ 33.55
Respirator - Full mask	\$ 244.07
Shoe Cover - Blue (300/CS) - EA	\$ 0.17
Tyvek Suits - White (25/CS) EA	\$ 4.48
Tyvek Suits - Yellow Chemical (25/CS) EA	\$ 7.69
Sand Paper & Blocks	
180 Grit 8 3/4" Sanding Disc (15/BX) - EA	\$ 6.84
220 Grid 8 3/4" Sanding Disc (5/BX) - EA	\$ 6.76
Johnson F/M 5x3x1 Dual angle sandblocks - EA	\$ 3.91
Tools & Tool Accessories	
Blade - 12" Carbide/Wood Saw	\$ 78.86
Blade - Diamond for 4" grinder	\$ 28.64
Diablo Bi Metal Sawzall Blades (14 pieces) EA	\$ 3.02
Drill Bit - 6" hole	\$ 70.01
Drill Bit - 2.5" hole	\$ 27.36
HDX Utility Blade (100/PK) EA	\$ 0.14
Floor Scraper Blades (10/PK) - EA	\$ 1.43
KettSaw- Saw max 3in- multipurpose	\$ 13.00
KettSaw- Saw max 3in- metal, brass, copper (3/PK) EA	\$ 4.30
Multi-tool Universal Blades for Wood (3/PK) EA	\$ 13.02
Multi-tool Universal for Wood-Metal-Tile (3/PK) EA	\$ 22.12
Ridgid vacuum - Dust Bag 3-5 gal (2/PK) - EA	\$ 12.38
T50 Heavy Duty Staple Gun	\$ 24.73
Specialty Items	
Gas (per gallon)	\$ 7.31
Parking (Downtown)	\$ 18.00
Parking (Less Dense Areas)	\$ 8.40

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: CHRISTIAN MUNK

Name of Contractor(s): FARAGON RESTORATION LTD

Street Address or P.O. Box: 1087 REVERE AVE

City, State, Zip Code: SAN FRANCISCO, CA 94124

I certify that the above information is complete and correct to the best of my knowledge

Signature:

DocuSigned by:
Christian Munk
4643AB4887924E1...

Title of Authorized Official: OPERATIONS DIRECTOR/FOUNDER

Date:

2/17/2026

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

Service Agreement Procurement Attestation

For all San Mateo County service agreements, this Service Agreement Procurement Attestation form must be completed by (a) the Department Head or Department Head designee responsible for approving or recommending approval of the service agreement and any waiver of competitive procurement requirements or waiver of application of a preference under the Local Business Preference Ordinance, (b) the program manager responsible for the agreement, (c) any contract administrator; (d) the Director of Procurement or designee if competitive procurement requirements or application of a preference under the Local Business Preference Ordinance is waived.

Proposed Contractor: FARAGON RESTORATION LTD
 Solicitation/Contract No. and Title: FORMAL RFP/BOARD RESO FARAGON RESTORATION LTD

1. Neither I, nor my spouse, domestic partner or member of my immediate family or household has a financial interest in the award of this agreement to the proposed contractor.
2. I have not solicited or accepted any gift, favor, or other personal benefit from the proposed contractor (including any agent, owner, employee, board members, or other such affiliates of the contractor) during the procurement process for this agreement, including during the solicitation period and contract negotiations.
3. I do not have an ownership interest in the proposed contractor (other than publicly traded securities that are selected and administered by a third party, such as through a mutual fund or retirement fund), employment or a prospective employment relationship, consulting or advisory arrangement, or board membership with the proposed contractor.
4. I do not have any other personal interest in the award of this agreement or any relationship with the proposed contractor that might tend to affect my objectivity or judgment with respect to the agreement or the proposed contractor or that would reasonably give rise to an appearance of impropriety, such as through immediate family affiliation, non-County business or professional partnership, romantic or sexual relationship or close friendship.

I attest that the foregoing statements are true and correct to the best of my knowledge.

Name	County Dept./Job Title	Signature	Date
ROXANNE MAQUINANA	DPW/ PROGRAM SVCS MGR	<small>DocuSigned by:</small> <i>Roxanne Maquinana</i> <small>FA6F800D84A54AB...</small>	2/17/2026
TORY NEWMAN	DPW/DEPUTY DIRECTOR	<small>DocuSigned by:</small> <i>Tory Newman</i> <small>1E9E5B59D17A42B...</small>	2/17/2026
ANN STILLMAN	DPW/DIRECTOR	<small>Signed by:</small> <i>Ann M. Stillman</i> <small>1F1EEA56C4AA49E...</small>	2/17/2026

If you are unable to attest that any one or more of the above statements 1 through 4 is true and correct, please contact the County Executive Office Manager at 650-363-4123 for further assistance.