

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND Able General Engineering Inc

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 Able General Engineering Inc, 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 Contractor be retained to provide combined sewer maintenance, repair and grease trap services.

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

1. Exhibits and Attachments

Whereas, it is necessary and desirable that Contractor be retained to provide combined sewer maintenance, repair and grease trap services.

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--Contractor Fee Schedule and Rates

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 Five Hundred Thousand Dollars and Zero Cents (\$500,000.00). 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, June 23, 2026 through Sunday, June 22, 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: Brandon Gilbert/President
Address: 1020 Ruff Dr, San Jose, CA 95110
Telephone: 408-377-9990
Email: Brandon@ablesewer.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. 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: Able General Engineering Inc

<small>Signed by:</small>  <small>1FA9DF4BCC644C9...</small>	6/9/2026	Brandon Gilbert
_____ 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:

Contractor shall provide combined sewer maintenance, repair and grease trap services. Services may include, but not be limited to, snake interior or exterior clogged sewer lines, pump grease traps, camera sewer lines and periodic plumbing repair at County of San Mateo owned and maintained facilities.

Detailed **Scope of Work** is as follows:

The contractor shall provide all services, labor, materials, and equipment necessary for the performance of all work specified in this contract.

Services may include, but not be limited to the following:

Grease Traps:

- All grease trap tanks shall be pumped out and no more than a 5% residue shall remain in tanks; and
- All intake and outflow piping shall be free of residue grease for a minimum of twelve (12) inches.

Holding Tanks:

- Holding Tanks shall be pumped out and no more than a five percent (5%) residue shall be left in any one tank; and
- Add deodorizer to tanks after each pumping as per manufacturer recommendations.

The sewer system from the buildings to the street and other designated piping shall be jet cleaned in a manner that removes all debris from the pipes.

Septic Tanks:

- Tanks shall be flushed out, and all residues shall be removed from tanks.

Sewer Lines:

- Snake clogged sewer lines
- Clean drains and sewer laterals
- Sewer line drain cleaning, pump-out services

Lift Stations:

- Wet wells should be pumped out and cleaned.
- Inspection of submersible pumps.
- Inspection of impeller.

- Inspection of check valves.
- Cleaning and inspections of floats.
- Inspection of the light and alarm systems.
- Amp reading should be taken; and
- Inspect electrical motors and control equipment.

Additional Services:

- Emergency Plumbing Work, as needed
- Annual Lift Station Inspection
- Annual Lift Station Pumping
- Lint Trap Cleaning
- Emergency Services

Waste Disposal:

- The Contractor shall dispose of all waste materials in full compliance with all applicable laws and regulations of the County of San Mateo's health code. The Contractor shall always be fully knowledgeable of such laws and regulations, including any changes to laws and regulations that may be enacted.
- The Contractor shall always be fully knowledgeable of designated disposal locations, including changes to such locations.
- The Contractor shall not dispose of or dump County waste materials in an illegal manner at any time. Illegal disposal or dumping by the Contractor shall be grounds for the immediate termination of this contract.

GENERAL PROVISIONS

- All work shall be performed in a manner to prevent damage to any equipment or building component. If any damage is detected due to the vendor's performance of service, the vendor is responsible for correcting the damage at the vendor's own expense.
- Vendor shall respond within one (1) hour and be on scene within four (4) hours. Such services shall be billed at the emergency hourly rates quoted. Any parts required for repairs shall be invoiced at a discount from MSRP price. Proof of MSRP shall be included with each invoice.
- Contractor shall maintain a fully operational place of business located within a 50-mile radius of County of San Mateo's Department of Public Works' main office located at 555 County Center, 5th Floor, Redwood City, CA 94063 throughout the term of the contract.

- The contractor shall provide pumping services, cleaning services, and disposal of the products collected and generated by the cleaning of the grease traps and shall assume all liability for the disposal of the waste products at the point of pickup at the County property through actual physical disposition. Disposal shall be off-site and in accordance with local and State laws and ordinances. Documentation of volume removed from each site shall be provided to the County. This documentation shall include name of disposal locations and verification from the disposal facility of the volume disposed.
- Contractor shall be licensed to perform grease trap/grease and septic tank container pumping services. All services shall be performed in compliance with County of San Mateo standards that are governed by County Health ordinances. It is the responsibility of Proposers and the eventual Contractor to be familiar and know these requirements.
- Contractor shall assess and report any equipment/system deficiencies that may cause system failure or unsafe conditions to the County.
- Contractor shall be solely responsible for cleaning spillage or residue attributed to pumping grease traps and shall be solely responsible for any damage to County property during the performance of contracted services.
- Contractor shall be trained in the proper handling of waste materials (specifically, grease and oil-based bulk waste materials) and shall handle these materials in compliance with all local, State and Federal regulations and laws.
- Provide properly trained/qualified workforce with all necessary tools and materials to complete work as defined in contract.
- Contractor shall remove ALL visible solid waste, scrape down sides, and hose down the inside of the tank with water, preferably HOT water, if available.
- Contractor shall pressure wash containers if deemed necessary by the Department.
- Contractor shall be authorized to and shall dispose of these waste materials in compliance with all local, State and Federal regulations and laws.
- Contractor shall perform all required work in such a manner as to minimize the disruption of the daily operation of the affected facilities.
- Contractor shall check-in with designated Department personnel before performing work on-site for security purposes.
- Contractor shall obtain an authorized signature on work order at each respective site to acknowledge work performed and the satisfactory completion thereof from designated Department personnel.

GUARANTEES AND WARRANTIES

- Fully and unconditionally guarantee, for all repair and replacement work, all workmanship, parts, materials, supplies, equipment performance, included accepted trade standards of workmanship, quality, and fitness for the intended use, for one year or

in the case of parts and materials, for the length of the manufacturers' standard warranty, whichever is longer. No other express or implied warranty shall eliminate the Contractor's liability. The one-year warranty period shall commence on the date the Department Representative accepts the work as complete and satisfactory.

- Fully and unconditionally guarantee, for all six (6) month Preventative Maintenance work, all workmanship, parts, materials, supplies, equipment performance, included accepted trade standards of workmanship, quality, and fitness for the intended use, for 180 days or in the case of parts and materials, for the length of the manufacturers' standard warranty, whichever is longer. No other express or implied warranty shall eliminate the Contractor's liability. The one-year warranty period shall commence on the date the Department Representative accepts the work as complete and satisfactory.
- Accept and respond to all requests for warranty-related inspection, assessment, and work within 24 hours after receiving notice from the Department Representative at no additional cost to the Department.
- Avoid incidental structural damages and repair at no cost to the Department any damage caused by the Contractor or its employees within 24 hours, or earlier if the damage is determined by Department Representatives to be of an emergency nature. Repairs shall be noted in the Service Report and repairs shall be completed to the full satisfaction and acceptance of the appropriate Department Representative.

DELIVERABLES

Permits

The vendor shall be responsible for obtaining any permits or permission to perform any work from the authority having jurisdiction and shall supply any plans, drawings and submittals for this purpose prior to any commencement of work.

Vendor shall be reimbursed for costs associated with permits; proof of cost shall be included with final invoices.

Warranty

All scheduled service cleaning work shall be warranted for the period between each scheduled visit. If additional cleaning is needed between scheduled visits, the additional cleaning shall be at the vendor's expense.

All repair or replacement work performed by the vendor's personnel or the vendor's representative shall provide a one (1) year warranty on all material and labor.

This warranty shall become effective on the date the equipment is tested and accepted by the Facility Manager's representative.

Reports

The successful vendor is required to submit a written technical report on service calls within five (5) days of completion of that service. The report shall contain the following information:

- Start time and completion time.
- Date service was performed (day, month, and year).
- Location of service.
- The person requesting the service.
- Itemized parts list (parts repaired, and parts replaced list separately from each other).
- Type of equipment repaired (make, model, and serial number).
- Class of equipment (commercial or residential).
- A description of the work performed; and
- Classification of the call (i.e., emergency/urgent or routine).

TASK ORDERS

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 Department 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. Contractor shall commence work upon receipt of task order authorization. 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 must be approved in writing and will 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:

Please see **Exhibit C for Contractor Fee Schedule and Labor Rates.**

Invoices shall be submitted to the Department of Public Works at the completion of each billing period **clearly stating Task Order completed.** Payment will be made within thirty (30) days of receipt in the Accounting Division, a written itemized invoice identifying the Agreement number, complete scope of work, specific work completed, location of work, and breakdown of charges.

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) may be submitted by 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).

Reimbursable Expenses:

Reasonable and necessary expenses related to the services performed and actually incurred shall be reimbursed at cost, or as stipulated in Exhibit "B", Payments, upon submission of an expense report with backup documentation and County approval. Reimbursable expenses shall be included in the "not-to-exceed" cost proposals. Reimbursable expenses are defined as job-related expenses directly incurred by the Contractor in the performance of services provided under the Agreement. These include mail and overnight delivery services, reproduction of reports, drawings, specifications, photographs, and similar, and travel expenses within a 50 mile radius from Contractor's office to the job site. Reimbursement for all other travel in connection with the project or task order shall be at the same rate granted to employees of the County and must be approved in advance and in writing by the County.

Contractor shall comply with prevailing wage laws as determined by the Department of Industrial Relations.

In any event, the total payment for services of Contractor shall not exceed **\$500,000**, 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

Labor Rates

The single, fixed rate shall include all Contractor expenses related to providing the Waste Pumping Service, including labor, materials, equipment, vehicles, mileage, travel time, and it shall also cover any and all expenses related to the disposal of all waste materials.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Labor Rate for Pre-Approved Repairs	1	per hour	\$895.00	\$895.00
2	Labor Rate, Emergency Call (Day)	1	per hour	\$1,342.50	\$1,342.50
3	Labor Rate, Emergency Call (After-Hours)	1	per hour	\$1,790.00	\$1,790.00
4	Labor Rate, Weekend	1	per hour	\$1,342.50	\$1,342.50
5	Labor Rate, Holiday	1	per hour	\$1,990.00	\$1,990.00
6	Emergency Lift Station	1	flat rate	\$1,342.50	\$1,342.50
7	Emergency Storm Drain (Jet Vac)	1	flat rate	\$3,500.00	\$3,500.00
8	Disposal Rates	1	per gallon	\$0.45	\$0.45
9	Solids Disposal	1	per gallon	\$0.60	\$0.60
10	Water Disposal	1	per gallon	\$1.75	\$1.75
11	Jet Vac Truck Disposal	1	per ton	\$2,500.00	\$2,500.00

Parts

Parts A list of all repair parts that are needed, including cut sheets, shall be submitted to the County's authorized representative for approval. In the case of an emergency repair, this list shall be submitted as soon as reasonably possible to the designated Facility Representative. The vendor shall obtain a document signed by the representative for acceptance of the listed parts. All parts and replacement repair parts shall be of the same or better quality as the existing equipment. Proof of materials purchased and used for repairs shall be provided to the County with invoices submitted for payment. Current manufacturer parts MSRP less discount shall be provided on all invoices.

Line Item	Description	Unit of Measure	Percentage
1	Flat percentage mark-up rate for parts	Mark-up Percentage	50%

Sewer Line Maintenance

Contractor's service shall include but not be limited to snake interior or exterior clogged sewer lines, pump grease traps, camera sewer lines and periodic plumbing repair at various County of San Mateo facilities. Services may require semi-annual and/or annual maintenance.

Line Item	Description	Unit of Measure	Unit Cost
13	Maguire Jail : 2000-gal Septic Tank in Basement Mechanical Room	each location	\$1,700.00
14	Maguire Jail: 200-gal trap in Basement Kitchen	each location	\$600.00
15	Maguire Jail: 1500-gal Septic Tank in Basement Mechanical Room	each location	\$1,400.00
16	Hall of Justice: 50-gal Grease Trap in Basement Kitchen	each location	\$600.00
17	Hall of Justice: 1500-gal Grease Trap in Basement of Kitchen	each location	\$1,400.00
18	Maple Street Correctional Facility: 3500-gal Grease Trap Interceptor in Loading Dock Area	each location	\$2,900.00
19	San Mateo Medical Center: 5000-gal Grease Interceptor in Loading Dock Area (semi-annual)	each location	\$3,650.00
20	Glenwood Boys Ranch: 50 GPM outside Kitchen Area (RFI Septic, Grease or Pump Station)	each location	\$2,750.00
21	Safe Harbor Homeless Shelter: 50 GPM inside Kitchen Area (RFI Septic, Grease, or Pump Station)	each location	\$2,750.00
22	Children's Receiving Home: 1000-gal outside of Kitchen (RFI Septic or Grease)	each location	\$1,765.00
23	Youth Services Center: 2500-gal outside near Recycle Garbage Bins	each location	\$2,465.00
24	Cordilleras Mental Health Facility: Zum GT-2700-100 Grease Interceptor (semi-annual)	each location	\$600.00
25	Serenity House	each location	\$800.00

Roads Division (As-Needed Services)

Cleaning drains and sewer laterals

Line Item	Description	Unit of Measure	Unit Cost
28	Tower Road Corp Yard, 32 Tower Road, San Mateo, CA	each location	\$975.00
29	Grant Yard Corporation, 752 Chestnut St., Redwood City, CA	each location	\$975.00
30	Princeton Yard, 203 Cornell Ave, Half Moon Bay, CA	each location	\$1,175.00
31	La Honda, 59 Entrada Way La Honda, CA	each location	\$1,175.00
32	Pescadero Yard, 1000 Pescadero Creek Road Pescadero, CA	each location	\$1,175.00

Year Two through Five

A maximum annual percentage increase in base cost per contract year shall be stated in bid submission. No annual increase request may exceed the published Consumer Price Index rates for the current period.

Line Item	Description	Unit of Measure	Percentage
34	Annual Increase	percentage	2.99%

1. The labor rates in the attached document is accurate as submitted, including the lift station cost. Pricing is based on time and materials, based on each project.
2. Lines 13-25 – the cost for pumping out and grease traps are the flat rate (all inclusive – no added labor fees) . Pricing for pumping includes the truck and driver.
3. Roads Divisions – what does the lump sum rate include? Based on cleaning a drain or sewer lateral.