

Agreement No. _____

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND MPO Group LLC dba Maxx
ECO Wash**

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 MPO Group LLC dba Maxx ECO Wash, 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 for the purpose of on-call exterior pressure washing services across various County facilities.

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

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, 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: Peter Olski/Project Manager
Address: 820 Sea Spray Ln #313, Foster City, CA 94404
Telephone: 650-898-6299
Email: maxxecowash@gmail.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. 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

21. Rehabilitation Act of 1973

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

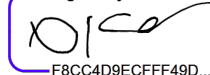
22. Prison Rape Elimination Act (PREA) of 2003

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: MPO Group LLC dba Maxx ECO Wash

<p>Signed by:  <small>F8CC4D9ECFFF49D...</small></p>	<p>6/5/2026</p>	<p>Peter Olski</p>
<p>_____ Contractor Signature</p>	<p>_____ Date</p>	<p>_____ Contractor Name (please print)</p>

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 on-call exterior pressure washing services across various County facilities.

Power Washing Services

As-needed pressure washing shall include horizontal and vertical surfaces such as walls, doors, soffits, fascia, trim, and window frames. All mold, mildew, dirt, and foreign materials shall be removed without damaging surfaces. Work shall be performed across multiple County facilities and support facilities. The Department shall provide a site list of locations that may need services.

Surface Cleaning Services

The following is a representative list of surfaces commonly included in pressure washing services. However, this list is not all-inclusive, and the Department may request cleaning of other exterior surfaces as conditions warrant:

- Sidewalks and pathways
- Covered walkway canopies
- Flat roof surfaces (walkable, approved by Department)
- Exterior walls
- Parking lot curbs

Window Washing Services

As-needed window washing surfaces specified in this solicitation shall be washed thoroughly. Products shall be used to remove all dirt, dust, and foreign matter, and squeezed clean leaving no smears, smudges, or film. The Contractor shall contact the Facilities Manager, or authorized department representative, for any windows or doorways that are being blocked from being washed and cleaned because of grates, bars, or screening.

The Contractor shall use extreme caution so as **not** to damage window unit air conditioners in the performance of their duties under this contract.

The Contractor shall exercise care when cleaning windows that are coated with tinting materials.

The Contractor shall not use abrasive materials.

The equipment shall be outfitted with non-skid feet to prevent marking of floors and indents of plexichrome and asphalt sidewalks.

Windows on all floors of each building, unless specified otherwise, shall be cleaned.

Skylights are not included in this contract.

The work to be done under this contract includes but is not limited to; the providing of all labor, materials, supervision, equipment, services, incidentals, and related items necessary to complete the work in accordance with this specification and scope of work.

Tie downs that may be present on County buildings are NOT to be used in the execution of this contract at any time.

The contractor shall be responsible for the removal/replacement of all screens unless specified by the County.

General Requirements

Work Schedule, Interruptions, Property Protection

- All as-needed work shall be performed between the hours of 7:00 a.m. through 5:00 p.m. Access to any building shall be coordinated with the Department, or authorized department representative. Work can be accomplished during the weekdays Monday thru Friday excluding County Holidays, unless otherwise arranged with Department.
- ***Task Orders shall be issued for as-needed work. Contractor shall not schedule or perform any work unless a Task Order has been issued.***
- The work described in this specification shall be done with the least inconvenience to County business. Vehicles shall have egress capabilities at all times. The amount of time that normal operations are interrupted shall be kept to an absolute minimum and shall be coordinated with the Facilities Manager, or authorized department representative.
- The Contractor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced to the satisfaction of the the Department.
- All work being performed for and/or on County property shall fully conform to all local, state, and Federal safety regulations. All work shall be performed to comply with all state and local building codes.
- Contractor to maintain clean work areas at all times, remove and dispose of all demolished materials and construction debris.
- Parking shall be made available for the Contractor by the Owner and the Contractor shall coordinate all parking with the Owner prior to the beginning of work.
- Contractor shall coordinate inspections as work is completed with the Owner as required.
- Upon completion of work, all construction areas shall be left clean and free from debris.

Scheduling And Coordination

- All work shall be scheduled to minimize disruption to County operations. Some work may be required in the evenings or weekends.
- Emergency work requests shall be responded to within 48 hours of notification

Materials, Workmanship, Permits, Licenses, And Inspections

- High-pressure washing methods may be used on surfaces where appropriate and approved by the Department. Avoid damage to existing coatings, sealants, and structural materials.
- Use containment measures to prevent runoff into storm drains where required
- Collect and dispose of wastewater in accordance with local environmental regulations when applicable
- With regard to this solicitation, the Department, or authorized department representative shall determine acceptability of all work and/or services performed. If the work and/or services are not acceptable, the Contractor shall be called in to review and correct all problem areas without additional cost to the County. Upon notification by the Department, the Contractor shall affect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.
- Permits, licenses, and taxes shall be the responsibility of the Contractor at no additional cost to the County.
- Contractor shall provide a complete, workmanlike, well executed job in accordance with these specifications and all applicable national and local codes. Any additional code requirements requested by the County shall be noted within. In cases of conflict between requirements, that requirement which is in compliance with all applicable codes and which is also, in the opinion of the County, more advantageous to the County, shall govern.
- Contractor shall use soft-wash techniques where high pressure may cause damage and shall use appropriate lifts, scaffolding, and safety harnesses.
- Contractor is responsible for protecting landscaping, signage, and fixtures adjacent to the buildings.
- Contractor shall coordinate with the County Facilities Manager or delegate for scheduling access, water usage, and traffic rerouting, if necessary.
- All cleaning agents and chemicals shall be pre-approved by Department.
- Contractor shall be responsible for any damage caused during the work.
- All work areas shall be left clean and free of debris upon completion.
- Application of approved algaecide or mildew inhibitor (when requested)

- Emergency response cleaning services for special circumstances (e.g., vandalism, weather cleanup)
- Use of lift or elevated access equipment where second-floor or canopy structures require access

Safety And Security Requirements

- Clearly mark work zones with signage and/or barricades to restrict student/staff access during cleaning
- Contractor shall comply with OSHA regulations for all activities and use of lift equipment
- Protect all adjacent vegetation, vehicles, and equipment from overspray or cleaning chemicals
- All contractor personnel working on County property shall possess and wear a current, visible company provided uniform. No exceptions shall be permitted.

HALL OF JUSTICE AND COUNTY OFFICE BUILDING 1 PROJECT

This Project consists of power washing and window cleaning two buildings:

- Hall of Justice, 400 County Center, Redwood City
 - Hall of Justice is an eight (8) story building. Contractor shall power wash the entire exterior of the building and window wash all interior and exterior windows of the building.
- County Office Building 1, 455 County Center, Redwood City
 - County Office Building 1 is a five (5) story building. Contractor shall power wash the entire exterior of the building and window wash all interior and exterior windows of the building.

Contractor shall provide all equipment necessary to perform this work. This work shall generate excess water runoff; therefore, the contractor shall implement appropriate storm drainage protection measures to prevent water runoff from entering the storm drainage systems surrounding the respective buildings. Water runoff into the surrounding landscaping is acceptable. Contractor shall ensure that all landscaping and irrigation systems are protected from damage during use of scaffolding. Any landscaping and irrigation damaged as a result of the Contractor operations shall be repaired by the Contractor and restored to its original condition at no cost to the Owner.

Contractor shall provide temporary wayfinding signage to all disrupted areas to minimize impacts to the public. Contractor shall put in place temporary construction barriers isolating the work zone from public access.

Contractor shall ensure there is no water intrusion into the building's interior when power washing and cleaning windows is occurring.

The existing bird netting located above the public entrance (north elevation) to the Hall of Justice shall be removed, disposed, and replaced.

The work shall be completed after hours and weekends to minimize impact to the public and building occupants. This work shall be coordinated with the County of San Mateo Capital Projects Unit-Capital Project Manager. Contractor shall submit a phasing plan and schedule suitable for the Capital Project Manager to review and approve. Contractor shall meet with the Capital Project Manager and stakeholders to collaboratively develop the phasing plan.

All work, including disposal, shall be performed in accordance with all applicable local, state, and federal regulations. Where this work has impacts on the public and the public right of way, the Contractor shall obtain an encroachment permit from the City of Redwood City. In addition, all safety precautions noted on the manufacturer's data sheets and labels shall be observed for both materials and equipment. Installation, material handling, and associated equipment shall conform to and be operated in conformance with OSHA safety requirements.

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:

PRESSURE WASHING PER SQUARE FOOT

Description	Unit of Measure	Unit Cost
Pressure Wash Masonry Sidewalks (per sq. ft.)	SQFT	\$.75
Pressure Wash Covered Walkway Canopies (per sq. ft.)	SQFT	\$1.85
Pressure Wash Flat Roof Surfaces (per sq. ft.)	SQFT	\$1.50
Pressure Wash Ground Level Exterior Walls (per sq. ft.)	SQFT	\$1.75
Pressure Wash Above Ground-Level Exterior Walls (per sq. ft.)	SQFT	\$4.25
Pressure Wash Parking Lot Curbs (per linear foot)	SQFT	\$7.50
Application of Algaecide/Mildew Inhibitor (per sq. ft.)	SQFT	\$1.00
Additive Rate for After-Hours/Weekend Work (per sq. ft.)	SQFT	\$.25
Mobilization Fee (lump sum, if needed)	Lump Sum	\$2,250.00

WINDOW WASHING PER PANE

Description	Unit of Measure	Unit Cost
Interior Pane	Each	\$9.50
External Pane	Each	\$8.50
Tracks/Sills	Each	\$8.00

EQUIPMENT

Description	Unit of Measure	Unit Cost
Equipment Rental for Elevated Access (Mark-up not to exceed 10%)	Each	\$6,086.38

HALL OF JUSTICE AND COUNTY OFFICE BUILDING 1 PROJECT

Description	Unit of Measure	Unit Cost
Hall of Justice and COB1 Project (total cost of Project)	Project	\$344,500.00

Invoice 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 **\$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