

MASTER AGREEMENT

1 THIS MASTER AGREEMENT ("Agreement") is made and entered into this
2 5th day of June, 2018 ("Effective Date"), by and between the County of
3 Fresno, a political subdivision of the State of California ("COUNTY"), and each
4 contractor who listed in Exhibit C to this Agreement (each a "CONTRACTOR" and
5 collectively the "CONTRACTORS"), and any such additional CONTRACTORS as may,
6 from time to time during the term of this Agreement, be added by COUNTY.
7

WITNESSETH

8 WHEREAS, COUNTY has a need for emergency response and supplemental
9 plumbing services; and

10 WHEREAS, COUNTY issued Request for Statement of Qualifications No. 18-030,
11 issued on March 6, 2018, for emergency response and supplemental plumbing services
12 (collectively, the "RFSQ"); and

13 WHEREAS, each CONTRACTOR submitted a response to the RFSQ; and

14 WHEREAS, the COUNTY has evaluated each CONTRACTOR's response to the
15 RFSQ and has determined that each CONTRACTOR is qualified and capable of
16 performing the work specified in the RFSQ; and

17 WHEREAS, COUNTY desires to enter into an agreement with each
18 CONTRACTOR listed in Exhibit C in order to expeditiously provide for the COUNTY's
19 needs for emergency response and supplemental plumbing services.

20 NOW, THEREFORE, for and in consideration of the promises herein, and for other
21 good and valuable consideration, the parties agree as follows:

SECTION 1. -- SERVICES

22
23 A. COUNTY's RFSQ and each CONTRACTOR's Response, both of which are
24 attached as Exhibits A and B, respectively, are incorporated by reference and are made a
25 part of this Agreement. Each CONTRACTOR will be labeled B-1, B-2, B-3, and so on;
26 each subpart lettering will identify each CONTRACTOR's Response to the RFSQ. The
27 originals of such documents shall be maintained by COUNTY's Purchasing Manager at
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1 4525 East Hamilton Avenue, Fresno, California.

2 B. Each CONTRACTOR shall comply with all applicable Federal, State, County, and
3 City regulations regarding wages, hours, and working conditions.

4 C. COUNTY shall provide one (1) county representative "County Representative," to
5 represent the COUNTY as set forth below who will work with each CONTRACTOR to
6 carry out CONTRACTOR's obligations under this Agreement. The County Representative
7 will be the COUNTY's Facilities Division manager or his or her designee. The contact
8 person for each CONTRACTOR is listed in Exhibit C, which is attached and incorporated
9 by reference.

10 D. CONTRACTOR shall respond to emergency service calls during and after business
11 hours. CONTRACTOR shall acknowledge within 30 minutes if the request can be fulfilled,
12 or the request will be sent to another CONTRACTOR. CONTRACTOR shall inform
13 COUNTY of any expected arrival delays. The COUNTY reserves the right to send the
14 request to another CONTRACTOR if the response level is not met. The response levels
15 are as follows:

16 LEVEL I – Requires onsite response within one (1) hour or less.

17 LEVEL II – Requires onsite response within four (4) hours or less.

18 LEVEL III – Requires onsite response at 7:00 AM, the next normal working
19 day.

20 Determination of call response level is at the discretion of the County
21 Representative or his/her authorized representative(s). Failure to furnish emergency
22 response services within the above-specified required response time may result in one or
23 more of the following consequences: withholding of payment, hiring another
24 CONTRACTOR to complete the work at CONTRACTOR's expense or termination of this
25 Agreement as to the breaching Contractor only.

26 E. SECURITY – Failure to fully comply with the security requirements will be
27 considered a breach of contract and shall result in termination of any this Agreement for
28 default as to the breaching Contractor only.

- 1 1. CONTRACTOR acknowledges that the Juvenile Justice Campus (JJC) and
2 the Fresno Sheriff – Coroner's Office (FSCO) Jail Detention Facilities are
3 "no-hostage facilities". CONTRACTOR(S) shall ensure that its employees
4 and any sub-contractors working in the JJC, and associated facilities, agree
5 to abide by COUNTY'S rules for a no-hostage facility as set forth in Exhibit E
6 and F, attached and incorporated by this reference. COUNTY may change
7 these policies and procedures at any time, without any prior notice to
8 CONTRACTOR. CONTRACTOR shall plan and execute all work in such a
9 manner as to prevent a security breach of the JJC and FSCO detention
10 facilities or any other COUNTY secured facility.
- 11 2. CONTRACTOR shall comply with all Prison Rape Elimination Act (PREA)
12 standards for juvenile correctional facilities. Trainings will be provided by
13 Probation, as necessary, at no charge to CONTRACTOR. CONTRACTOR
14 shall comply with all Probation Department Policies and Procedures. In the
15 event of a dispute involving COUNTY staff and a CONTRACTOR employee
16 or subcontractor, the on-duty Facility Administrator will have the final
17 decision. Information on the Prison Rape Elimination Act can be found at:
18 <http://www.prearesourcecenter.org/>.
- 19 3. Background Investigations
- 20 i. Prior to the beginning of any services, one (1) background check must
21 be completed for every member of CONTRACTOR'S personnel
22 providing services under the Agreement. The background check will
23 be required before access is given to any COUNTY facility/property.
24 Clearance must be acquired and maintained by all contracted
25 employees. Clearance will only be granted after a successful
26 background check, completed by the County of Fresno Sheriff's
27 Department. Background checks provided by any agency other than
28

1 the County of Fresno Sheriff's Department will not be accepted.

2 ii. The current cost of a background check is \$52 per person. Cost can
3 fluctuate and is a responsibility of CONTRACTOR. This cost will be
4 incurred by each CONTRACTOR. Each CONTRACTOR will be
5 notified of the background check results for their personnel. All
6 CONTRACTOR personnel who pass their background check and are
7 accepted will report to County of Fresno Security to have their photo
8 taken and ID badge issued.

9 iii. Individuals who are cleared through this process are entered into the
10 Department of Justice database. Their records are flagged and the
11 County of Fresno Sheriff's Department will be notified if the person is
12 arrested in the future.

13 4. Identification (ID) Badges -- All employees and subcontractors of each
14 CONTRACTOR will be issued a badge that must be worn and be visible at
15 all times during performance of work in any COUNTY building to identify the
16 wearer as an individual who is authorized to enter COUNTY facilities.

17 i. CONTRACTOR shall pay \$11.99 per individual ID badge by submitting
18 one check covering the cost for all of CONTRACTOR'S employees
19 and subcontractors made payable to: County of Fresno, Security.

20 ii. Costs for ID badges are established by the County Auditor and
21 fluctuate annually, therefore the cost of obtaining a new ID badge for
22 a Bidder's new employee may not remain the same throughout the
23 contract term.

24 iii. COUNTY issued ID badges are for the exclusive use of the individual
25 named and pictured on the badge. The wearer will not escort or bring
26 any other individuals into any COUNTY facilities.

27 iv. All ID badges will remain the property of COUNTY and are returnable
28

1 upon demand or upon the expiration of the contract. CONTRACTOR
2 will be responsible for collecting all ID badges issued and turning
3 them in to the County Security Office when a contract ends or when
4 an employee leaves employment. CONTRACTOR assumes all
5 responsibility for their employee's use of and the return of the County
6 ID badges.

7 F. In accordance with Labor Code section 1770, et seq., the Director of the
8 Department of Industrial Relations of the State of California has determined the general
9 prevailing wages rates and employer payments for health and welfare pension, vacation,
10 travel time and subsistence pay as provided for in Section 1773.1, apprenticeship or other
11 training programs authorized by Section 3093, and similar purposes applicable to the work
12 to be done.

13 Information pertaining to applicable Prevailing Wage Rates may be found on the
14 website for the State of California – Department of Industrial Relations:
15 <http://www.dir.ca.gov/oprl/PWD/index.htm>. Information pertaining to applicable prevailing
16 wage rates for apprentices may be found on the website for the State of California –
17 Department of Industrial Relations:
18 <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>.

19 It shall be mandatory upon the CONTRACTOR and upon any subcontractor to pay
20 not less than the prevailing wage rates, including overtime and holiday rates, to all
21 workers, laborers, or mechanics employed on this public work project, including those
22 workers employed as apprentices. Further, CONTRACTOR and each subcontractor shall
23 comply with Labor Code sections 1777.5 and 1777.6 concerning the employment of
24 apprentices. A copy of the above-mentioned prevailing wage rates shall be posted by the
25 CONTRACTOR at the job site where it will be available to any interested party.

26 CONTRACTOR shall comply with Labor Code section 1775 and shall forfeit as a
27 penalty to COUNTY Two Hundred Dollars (\$200.00) for each calendar day or portions
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1 thereof, for each worker paid less than the prevailing wage rates for the work or craft in
2 which the worker is employed for any work done under this project by CONTRACTOR or
3 by any subcontractor under CONTRACTOR in violation of Labor Code section 1770, et
4 seq. In addition to the penalty, the difference between the prevailing wage rates and
5 amount paid to each worker for each calendar day or portion thereof for which each
6 worker was paid less than the prevailing wage rate shall be paid to each worker by the
7 CONTRACTOR or subcontractor.

8 CONTRACTOR and subcontractor shall keep an accurate record showing the
9 name, address, social security number, work classification, straight time and overtime
10 hours worked each day and week, and the actual per diem wages paid to each
11 journeyman, apprentice, worker, or other employee employed by him or her in connection
12 with this public work project. In accordance with Labor Code section 1776, each payroll
13 record shall be certified and verified by a written declaration under penalty of perjury
14 stating that the information within the payroll record is true and correct and that the
15 CONTRACTOR or subcontractor has complied with the requirements of Labor Code
16 sections 1771, 1811 and 1815 for any work performed by its employees on this public
17 work project. These records shall be open at all reasonable hours to inspection by the
18 COUNTY, its officers and agents, and to the representatives of the State of California –
19 Department of Industrial Relations, including but not limited to the Division of Labor
20 Standards Enforcement.

21
22 G. NO RELATIONSHIP TO OTHER CONTRACTORS – Under this Agreement, each
23 CONTRACTOR only has rights and obligations with respect to the COUNTY. This
24 Agreement creates no rights or obligations between any CONTRACTORS; no
25 CONTRACTOR has any right to receive performance under this Agreement from, or to
26 enforce any part of this Agreement against, any other CONTRACTOR.

27 **SECTION 2. -- TERM**

28 The term of this Agreement shall be for a period of three (3) years, commencing on

1 June 5, 2018, through and including June 4, 2021 ("Term"). This Agreement may be
2 extended for two (2) additional consecutive twelve (12) month periods upon written
3 approval of both COUNTY and CONTRACTOR, no later than thirty (30) days prior to the
4 first day of the next twelve (12) month extension period. COUNTY's Director of Internal
5 Services/Chief Information Officer or his or her designee, is authorized to execute such
6 written approval on behalf of COUNTY based on CONTRACTOR's satisfactory
7 performance.

8 **SECTION 3. -- COMPENSATION**

9 COUNTY shall only provide compensation and payment to each CONTRACTOR
10 for work authorized by the County Representative. COUNTY agrees to pay each
11 CONTRACTOR and each CONTRACTOR agrees to receive compensation in accordance
12 with the rates provided in Exhibit B by each CONTRACTOR. In no event shall the total
13 compensation paid to CONTRACTOR(S) for the entire potential five-year term of this
14 Agreement exceed the sum of \$775,000.

15 **SECTION 4. -- INVOICING**

16 Each CONTRACTOR shall submit invoices in accordance with the rates and charges
17 agreed upon, on the first day of the month, for the services provided to the COUNTY by
18 that CONTRACTOR during the previous monthly billing period. Each invoice shall
19 reference this Agreement number, the date and name of the facility where the services
20 were performed, a clear itemization of services performed, and be mailed to The County of
21 Fresno, ISD, ATTN: Business Office (A/P Division), 333 W. Pontiac Way, Clovis, CA
22 93612. COUNTY shall make payment to CONTRACTOR(S) no more than forty-five (45)
23 days after receipt and approval of said invoice, which shall be given upon verification of
24 satisfactory performance.

25 **SECTION 5. -- INDEPENDENT CONTRACTORS**

26 In performance of the work, duties, and obligations assumed by each
27 CONTRACTOR under this Agreement, it is mutually understood and agreed that each
28

1 CONTRACTOR, including any and all of CONTRACTOR(S) officers, agents,
2 subcontractors, and employees shall at all times be acting and performing as
3 independent contractors, and shall act in a independent capacity and not as an officer,
4 agent, servant, employee, joint venturer, partner, or associate of the COUNTY.

5 Furthermore, COUNTY shall have no right to control or supervise or direct the
6 manner or method by which CONTRACTORS shall perform their work and function.
7 However, CONTRACTOR'S methods must be compatible with COUNTY's standards
8 and must result in satisfactory and timely completion of the work assigned, and the
9 quality and quantity of work produced must be acceptable to the COUNTY. COUNTY
10 retains the right to verify that each CONTRACTOR is performing their obligations in
11 accordance with the terms and conditions. CONTRACTOR(S) and COUNTY shall
12 comply with all applicable provisions of law and the rules and regulations, if any, of
13 governmental authorities having jurisdiction over matters covered by this Agreement.

14 Because of their status as independent contractors, CONTRACTOR(S) shall
15 have absolutely no right to employment rights and benefits available to COUNTY
16 employees. CONTRACTOR(S) shall be solely liable and responsible for providing to, or
17 on behalf of, their employees all legally required employee benefits. In addition,
18 CONTRACTOR(S) shall be solely responsible and shall hold the COUNTY harmless
19 from all matters relating to payment of CONTRACTORS' employees, including
20 compliance with Social Security withholding, and all other regulations governing such
21 matters. It is acknowledged that during the term of this Agreement, CONTRACTOR(S)
22 may be providing services to others unrelated to the COUNTY or to this Agreement.

23 **SECTION 6. -- TERMINATION OF AGREEMENT**

24 This Agreement may be terminated for the following reasons:

25 A. Non-Allocation of Funds - The terms of this Agreement and any extensions, and
26 the services to be provided hereunder, are contingent on the approval of funds by the
27 appropriating government agency. If sufficient funds are not allocated, the services
28

1 provided may be modified, or this Agreement terminated at any time by giving all or
2 some CONTRACTORS thirty (30) days advance written notice.

3 B. Breach of Contract - COUNTY may immediately suspend or terminate this
4 Agreement in whole or in part, where in the determination of the COUNTY there
5 is:

- 6 1. An illegal or improper use of funds;
- 7 2. A failure to comply with any term of this Agreement
- 8 3. A substantially incorrect or incomplete report submitted to the
9 COUNTY; or
- 10 4. Improperly performed services.

11 In no event shall any payment by the COUNTY constitute a waiver by the
12 COUNTY of any breach of this Agreement or any default which may then exist on the
13 part of the CONTRACTORS. Such payment shall not impair or prejudice any remedy to
14 the COUNTY with respect to the breach or default. COUNTY shall have the right to
15 demand of the CONTRACTOR(S) the repayment to the COUNTY of any funds
16 disbursed to the CONTRACTOR(S) under this Agreement, which in the judgment of the
17 COUNTY were not expended in accordance with the terms of this Agreement.
18 CONTRACTOR(S) shall promptly refund any such funds upon demand.

19 C. Without Cause - Under circumstances other than those set forth above, this
20 Agreement may be terminated by either party by giving thirty (30) days advance written
21 notice of an intention to terminate to CONTRACTOR. In the event of such termination,
22 the CONTRACTOR shall be paid for satisfactory services or supplies provided up until
23 the date of termination.

24 D. Termination of One or More Contractors - In the event that COUNTY terminates
25 this Agreement as to one or more CONTRACTORS, this Agreement shall stay in full
26 force and effect as to the remaining CONTRACTORS. Termination of one or more
27 CONTRACTOR from this Agreement shall not terminate the Agreement as to the
28 remaining CONTRACTORS.

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2 **SECTION 7. -- HOLD HARMLESS AND INDEMNIFICATION**

3 CONTRACTOR(S) agree to indemnify, save, hold harmless, and at COUNTY's
4 request defend the COUNTY, its officers, agents and employees, from any and all costs
5 and expenses (including attorney's fees and costs), claims, suits, liabilities, losses and
6 damages occurring or resulting to COUNTY in connection with the performance, or
7 failure to perform, by CONTRACTOR(S), their officers, agents or employees under this
8 Agreement, and from any and all costs and expenses (including attorney's fees and
9 costs), damages, liabilities, claims and losses occurring or resulting to any person, firm
10 or corporation who may be injured or damaged by the performance, or failure to
11 perform, of CONTRACTOR(S), their officers, agents, subcontractors, assigns, or
12 employees under this Agreement. The provisions of this paragraph shall survive the
13 termination of this Agreement.

14 **SECTION 8. -- INSURANCE**

15 Without limiting COUNTY's right to obtain indemnification from CONTRACTOR
16 or any third parties, each CONTRACTOR, at its sole expense, shall maintain in full force
17 and effect, the following insurance policies throughout the term of this Agreement:

18 A. Commercial General Liability

19 Commercial General Liability Insurance with limits of not less than One Million
20 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars
21 (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may
22 require specific coverages including completed operations, products liability, contractual
23 liability, Explosion-Collapse-Underground, fire legal liability or any other liability
24 insurance deemed necessary because of the nature of this contract.

25 B. Automobile Liability

26 Comprehensive Automobile Liability Insurance with limits for bodily injury of not
27 less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred
28 Thousand Dollars (\$500,000.00) per accident and for property damages of not less than

1 Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of
2 Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and
3 non-owned vehicles used in connection with this Agreement.

4 C. Professional Liability

5 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N.,
6 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of
7 not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars
8 (\$3,000,000.00) annual aggregate.

9 D. Worker's Compensation

10 A policy of Worker's Compensation insurance as may be required by the
11 California Labor Code. CONTRACTOR shall obtain endorsements to the Commercial
12 General Liability insurance naming the County of Fresno, its officers, agents, and
13 employees, individually and collectively, as additional insured, but only insofar as the
14 operations under this Agreement are concerned. Such coverage for additional insured
15 shall apply as primary insurance and any other insurance, or self insurance, maintained
16 by COUNTY, its officers, agents and employees shall be excess only and not
17 contributing with insurance provided under CONTRACTOR's policies herein. This
18 insurance shall not be cancelled or changed without a minimum of thirty (30) days
19 advance written notice given to COUNTY.

20 Within thirty (30) days from the date CONTRACTOR signs and executes this
21 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as
22 stated above for all of the foregoing policies, as required herein to: County of Fresno,
23 Robert Bash, Director of Internal Services/Chief Information Officer, 333 W. Pontiac
24 Way, Clovis, CA 93612, stating that such insurance coverages have been obtained and
25 are in full force; that the County of Fresno, its officers, agents and employees will not be
26 responsible for any premiums on the policies; that such Commercial General Liability
27 insurance names the County of Fresno, its officers, agents and employees, individually
28 and collectively, as additional insured, but only insofar as the operations under this

1 Agreement are concerned; that such coverage for additional insured shall apply as
2 primary insurance and any other insurance, or self-insurance, maintained by COUNTY,
3 its officers, agents and employees, shall be excess only and not contributing with
4 insurance provided under CONTRACTOR's policies; and that this insurance shall not be
5 cancelled or changed without a minimum of thirty (30) days advance, written notice
6 given to COUNTY. In the event CONTRACTOR fails to keep in effect at all times all
7 required insurance coverage, COUNTY may, in addition to other remedies it may have,
8 suspend or terminate this Agreement.

9 All policies shall be issued by admitted insurers licensed to do business in the
10 State of California, and such insurance shall be purchased from companies possessing
11 a current A.M. Best, Inc. rating of A FSC VII or better.

12 **SECTION 9. -- MODIFICATION**

13 This Agreement may be modified only by the written consent of all the parties
14 without, in any way, affecting the remainder.

15 **SECTION 10. -- NON - ASSIGNMENT**

16 CONTRACTOR(S) shall not assign, transfer or sub-contract this Agreement or
17 any of its respective rights or duties hereunder, without the prior written consent of the
18 COUNTY.

19 **SECTION 11. -- AUDITS AND INSPECTIONS**

20 CONTRACTOR(S) shall at any time during business hours, and as often as the
21 COUNTY may deem necessary, make available to the COUNTY for examination all of
22 its records and data with respect to the matters covered by this Agreement.

23 CONTRACTOR(S) shall, upon request by the COUNTY, permit the COUNTY to audit
24 and inspect all of such records and data necessary to ensure CONTRACTORS'
25 compliance with the terms of this Agreement. If this Agreement exceeds ten thousand
26 dollars (\$10,000.00), CONTRACTOR(S) shall be subject to the examination and audit of
27 the California State Auditor for a period of three (3) years after final payment under
28 contract (Government Code Section 8546.7).

1 **SECTION 12. -- NOTICES**

2 The persons and their addresses having authority to give and receive written
3 notices under this Agreement include the following:

4 **COUNTY OF FRESNO**

CONTRACTORS

5 County of Fresno-ISD
6 Director of Internal Services/
7 Chief Information Officer
8 333 W. Pontiac Way, Clovis, CA 93612
isdbusinessoffice@FresnoCountyCA.gov

As indicated on
EXHIBIT C

9 Any and all notices between the COUNTY and the CONTRACTORS provided for
10 or permitted under this Agreement or by law shall be in writing and shall be deemed duly
11 served when personally delivered to all of the parties, or in lieu of such personal service,
12 when deposited in the United States Mail, postage prepaid, addressed to such party, or
13 by electronic mail sent to CONTRACTOR at CONTRACTOR's email address identified by
14 the email address on Attachment B, or if to COUNTY, at COUNTY's email address noted
15 above.

16 **SECTION 13. ADDITION AND DELETION OF CONTRACTORS**

17 The Director of Internal Services/Chief Information Officer (CIO), reserves the right
18 at any time during the term of this Agreement to add new CONTRACTORS to those
19 listed in Exhibit C. It is understood any such additions will not affect compensation paid
20 to any other CONTRACTOR, and therefore such additions may be made by COUNTY
21 without notice to or approval of the CONTRACTOR's under this Agreement. Any such
22 contractors added must qualify according to the terms of RFQ No. 18-030.

23 CONTRACTORS also agree that inclusion on Exhibit C does not constitute a guarantee
24 or promise that any CONTRACTOR shall provide any certain amount of work or
25 services to COUNTY under this Agreement. Each CONTRACTOR understands that any
26 such additions will not affect their compensation. These same provisions apply to the
27 termination of any CONTRACTOR listed in Exhibit C.
28

1 By executing a signature page, each CONTRACTOR becomes a signatory to this
2 Agreement, and agrees that it is party to this Agreement with the COUNTY and is
3 bound by its terms.

4 **SECTION 14. – LEGAL AUTHORITY**

5 Each individual executing this Agreement on behalf of a CONTRACTOR hereby
6 covenants, warrants, and represents: (i) that he or she is duly authorized to execute or
7 attest and deliver this Agreement on behalf of such entity, e.g. (without limitation),
8 corporation, limited liability company, limited partnership, partnership or sole
9 proprietorship, in accordance with all applicable formalities and under California law; (ii)
10 that this Agreement is binding on such entity; and (iii) that CONTRACTOR (as
11 applicable) is a duly organized and legally existing corporation, limited liability company,
12 limited partnership, partnership or sole proprietorship in good standing in the State of
13 California.

14 **SECTION 15. -- GOVERNING LAW**

15 Venue for any action arising out of or relating to this Agreement shall only be in
16 Fresno County, California. The rights and obligations of the parties and all
17 interpretation and performance of this Agreement shall be governed in all respects by
18 the laws of the State of California.

19 **SECTION 16. -- DISCLOSURE OF SELF-DEALING TRANSACTIONS**

20 This provision is only applicable if the CONTRACTOR is operating as a
21 corporation (a for-profit or non-profit corporation) or if during the term of this agreement,
22 the CONTRACTOR changes its status to operate as a corporation.

23 Members of CONTRACTOR'S Board of Directors shall disclose any self-dealing
24 transactions that they are a party to while CONTRACTOR is providing goods or
25 performing services under this agreement. A self-dealing transaction shall mean a
26 transaction to which the CONTRACTOR is a party and in which one or more of its
27 directors has a material financial interest. Members of CONTRACTOR'S Board of
28 Directors shall disclose any self-dealing transactions that they are a party to by

1 completing and signing a *Self-Dealing Transaction Disclosure Form* (Exhibit D) and
2 submitting it to the COUNTY prior to commencing with the self-dealing transaction or
3 immediately thereafter.

4 **SECTION 17. -- ENTIRE AGREEMENT**

5 This Agreement constitutes the entire agreement between CONTRACTOR and
6 COUNTY with respect to the subject matter hereof and supersedes all previous
7 Agreement negotiations, proposals, commitments, writings, advertisements,
8 publications, and understandings of any nature whatsoever unless expressly included in
9 this Agreement.

10 In the event of any inconsistency in interpreting the documents which constitute this
11 Agreement, the inconsistency shall be resolved by giving precedence in the following
12 order of priority: (1) the text of this Agreement including all exhibits but excluding the
13 RFSQ and Response thereto; (2) The COUNTY's RFSQ, Exhibit A; and (3) each
14 respective CONTRACTOR's response to the RFSQ, Exhibit B.

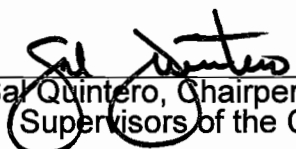
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement
2 as of the Effective Date.

3
4 **CONTRACTOR**

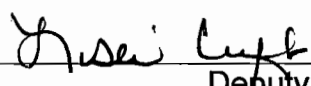
COUNTY OF FRESNO

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6
7 **See Additional Signature Pages**
8 **Attached**



Sal Quintero, Chairperson of the Board of
Supervisors of the County of Fresno

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10
11
12 **ATTEST:**
13 Bernice E. Seidel
14 Clerk of the Board of Supervisors
15 County of Fresno, State of California

16
17
18 By: 

Deputy

19
20 **FOR ACCOUNTING USE ONLY:**

21 **FUND: 1045**

22 **SUBCLASS: 10000**

23 **ORG No.: 8935**

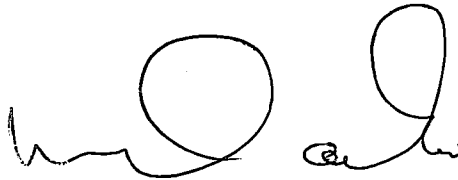
24 **Account No.: 7220**
25
26
27
28

1 MASTER AGREEMENT

2 By executing this signature page, CONTRACTOR becomes a signatory to the
3 Master Agreement, dated June 5, 2018 and agrees that it is a party to the Agreement
4 with the COUNTY and is bound by its terms.

5 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
6 Effective Date.

7
8 **CONTRACTOR**

9 

10
11 (Authorized Signature)

12
13
14 Manuel Arellano, President

15
16
17 A Reliable Plumbing

18 PO Box 9636

19 Fresno, CA 93793
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I. INTRODUCTION AND OVERVIEW

The County of Fresno on behalf of the Internal Services Department, Facility Services Division is requesting quotations from qualified vendors to provide emergency response and supplemental plumbing services on an “as-needed” basis at various locations in Fresno County. The County intends to execute one master agreement to up to three (3) qualified vendors to maximize the County’s flexibility and effectiveness in using these services. Vendors are required to provide all services herein requested.

Qualified vendors who can demonstrate emergency response and supplemental plumbing services may be awarded a master agreement for a term of up to 3-years with two optional 1-year extensions. The County’s annual expenditure is approximately \$125,000 annually on these services.

Please note that there are no assurances of any work for qualified vendors during the term of the agreement and that the County guarantees no minimum amount to each qualified vendor.

The County reserves the right, at its sole discretion, to terminate this RFSQ process or negotiations with a selected vendor and either perform the work with its staff or begin a new RFSQ process. Nothing herein, or in the process, shall be construed as having obligated the County to pay for any expenses incurred by respondents to this RFSQ, or to the selected vendor(s) prior to Board of Supervisors’ approval on a services agreement.

II. SCOPE OF WORK

- A. General** – Qualified vendors shall provide emergency response and supplemental plumbing services on an “as-needed” basis to various County locations. Emergency Response and Supplemental Plumbing Services include, but are not limited to the following: hydro flushing, sewer line video detection, electronic leak detection and line locating, pipe services, excavating, sewer line services, sewer lining and sewer pull. The vendor(s) is required to furnish all labor, equipment, materials, tools, and transportation required to perform the services herein described.

Emergency Response Plumbing Services are defined as situations that may pose an immediate risk to Fresno County employees, citizens, business processes, and property. They require urgent intervention to prevent a worsening of a situation. Emergency Response and Supplemental Plumbing Services will be requested on an as-needed basis when County resources are insufficient.

The vendor(s) will be required to respond to emergency response service calls, during and after business hours. Details regarding each emergency service request will be relayed at the time of each call. The vendor(s) shall acknowledge within 30 minutes if the request can be fulfilled or the request will be sent to another vendor, including weekends and holidays. All work of a callback nature shall be treated as an emergency and work commenced shall be carried through to completion without delay.

Emergency callbacks are categorized as follows:

- LEVEL 1 - Requires onsite response in one (1) hour or less.
- LEVEL 2 - Requires onsite response in four (4) hours or less.
- LEVEL 3 - Requires onsite response at 7:00am, the next normal working day.

Determination of call level is at the sole discretion of the Director of Internal Services or his/her authorized representatives.

B. Qualifications – The qualified vendor(s) shall possess all applicable licenses, registrations, and permits required by the State of California, Fresno County, and/or City of Fresno to perform the scope of work requested. Such license and permits are to be presented to County at contract signing. All services should comply with Federal, State, County and Municipal building ordinances and regulations insofar as the same are binding upon the State and within the jurisdiction where the work is to be performed. If permit or code violations are found with work performed by the bidder, the bidder must correct all violations at no additional charge to Fresno County.

C. Workmanship — shall be to the best of trade practices, performed by technicians thoroughly trained and familiar with the respective systems.

The vendor(s) shall, at all times, protect building from damage; remove and replace with new work any work damaged by failure to provide protection. Replacement of damaged work will be at no additional cost to the County.

All work areas shall be cleaned up and all debris removed by the vendor(s) at the end of the workday. Upon completion of work at each worksite, the vendor shall remove all equipment and surplus material from the premises and legally dispose of it.

D. Scheduling of Work – The bidder shall maintain 24 hours a day, 7 days a week emergency availability to coordinate any necessary resolution to system failures or problems. Normal business working hours are defined as 7:00am to 5:00pm, Monday through Friday, unless otherwise indicated by County.

All work must be approved by the Facility Services Manager or their designee before work can begin. Vendor(s) responding to a service request shall report to the building manager prior to beginning work, and at the completion of work.

E. Security – Security is of great concern to the County. Failure to fully comply with the security requirements below will be considered a breach of security and shall result in termination of any ensuing contract for default.

Vendor(s) personnel shall cooperate with all Security personnel at all times and be subject to and conform to County security rules and regulations. Any violations or disregard of these rules may be cause for denial of access to County property.

The policies below may change throughout the life of this Agreement, it is the vendor(s) responsibility to request updates from the County. Please see the following exhibits:

1. Background Investigations & Identification (ID) Badges. See Exhibit B.
2. The Prison Rape Elimination Act. See Exhibit C.
3. Probation Juvenile Detention Facilities – No Hostage Policy. See Exhibit D.
4. Fresno Sheriff – Coroner's Office (FSCO) Jail Detention Facilities – No Hostage Policy. See Exhibit E.

F. Compensation

Parts, materials, and service work shall be charged as quoted in **Exhibit A – Quotation Schedule**. Time will be billed for actual time worked.

G. Invoicing

All invoices shall be provided to the Facility Services Manager or their designee for approval. Invoices at a minimum shall include:

- Date of service, Time of arrival/departure, Hours of service
- Name of technician providing the service
- Description of services provided, Building number
- Action taken
- Status of service
- Printed name of County representative authorizing the work
- Line itemization of each service provided and cost

III. AGREEMENT TERM

The term of the Agreement will be three years, unless prior to its expiration its term is extended in writing, for no more than two additional one-year terms, by mutual consent of the Director or his/her designee and the qualified vendor(s). The maximum annual total contract amount is \$125,000. The maximum total five year contract amount is \$625,000.

Total fees paid to each vendor will be dependent upon the bid provided by contractor. No guarantee is made that the total fee or any fee will be received by the contractor.

IV. SB854/ PREVAILING WAGE

California law (SB854) now requires public works contractors subject to prevailing wage requirements to register annually with the Department of Industrial Relations (DIR) and pay an annual fee. The County of Fresno will not accept public works bids from contractors and subcontractors who have not registered with the DIR and have not met this requirement. This requirement, found in Labor Code Sections 1725.5 and 1770-1777.7, now applies to all public works projects. Refer to <http://www.dir.ca.gov/Public-Works/PublicWorksSB854.html> for more information.

Contractor must submit verification of DIR registration with their proposal. Failure to submit verification may result in their proposal being considered non-responsive.

PREVAILING WAGES: The work to be done on this project will involve the repair, alteration, maintenance, installation, rehabilitation, demolition, construction or reconstruction of public buildings, streets, utilities, and/or other public works. In accordance with Labor Code section 1770, et seq., the Director of the Department of Industrial Relations of the State of California has determined the general prevailing wages rates and employer payments for health and welfare pension, vacation, travel time and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to this public work project.

The prevailing wage rates for all hours worked, including holiday and overtime rates, on this project are on file with the Purchasing Department, 4525 E. Hamilton Avenue, Fresno, California 93702, and are herein incorporated by this reference. Information pertaining to applicable Prevailing Wage Rates may be found on the website for the State of California – Department of Industrial Relations: <http://www.dir.ca.gov/oprl/PWD/index.htm> Information pertaining to applicable prevailing wage rates for apprentices may be found on the website for the State of California Department of Industrial Relations: <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>

It shall be mandatory upon the Contractor herein and upon any subcontractor to pay not less than the prevailing wage rates, including overtime and holiday rates, to all workers, laborers, or mechanics employed on this public work project, including those workers employed as

apprentices. Further, Contractor and each subcontractor shall comply with Labor Code sections 1777.5 and 1777.6 concerning the employment of apprentices. A copy of the above-mentioned prevailing wage rates shall be posted by the Contractor at the job site where it will be available to any interested party.

Contractor shall comply with Labor Code section 1775 and forfeit as a penalty to County Two Hundred Dollars (\$200.00) for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates for the work or craft in which the worker is employed for any work done under this project by Contractor or by any subcontractor under Contractor in violation of Labor Code section 1770, et seq. In addition to the penalty, the difference between the prevailing wage rates and amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor.

Contractor and each subcontractor shall keep an accurate record showing the names, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this public work project. In accordance with Labor Code section 1776, each payroll record shall be certified and verified by a written declaration under penalty of perjury stating that the information within the payroll record is true and correct and that the Contractor or subcontractor complied with the requirements of Labor Code sections 1771, 1811 and 1815 for any work performed by its employees on this public work project. These records shall be open at all reasonable hours to inspection by the County, its officers and agents, and to the representatives of the State of California – Department of Industrial Relations, including but not limited to the Division of Labor Standards Enforcement.

V. INSURANCE REQUIREMENTS

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement.

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.
- C. Professional Liability: If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

Within thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, ISD-Facility Services, 333 W. Pontiac Way, Clovis, CA 93612**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

VI. APPEALS

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFSQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599 and in Word format to gcornuelle@co.fresno.ca.us. Appeals should address only areas regarding RFSQ contradictions, procurement errors, selection discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFSQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

VII. SUBMITTAL REQUIREMENTS

Vendors are required to submit all information requested. Content and sequence of the Statement of Qualifications will be as follows:

- A. Exhibit A – Quotation Schedule (as provided).
- B. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representation for the bidder.

Vendor(s) shall state whether the bidder is an individual, partnership or corporation. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal status of the business. A corporation submitting a quotation may be required to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation, prior to the final contract award.

- C. COMPLY/NOT-COMPLY: The following segment states some of the specifications for the services covered under this RFSQ. Interested vendors are instructed to indicate their compliance or non-compliance with the specifications.

Compliance and understanding of the specification is to be noted by marking "COMPLY" on the line provided to the right of the specification. Non-compliance is to be indicated by marking "NOT COMPLY" on the line. A detailed statement explaining why they fail to meet the stated specification or requirement must accompany all non-compliant items.

Failure to furnish emergency callback service as listed below may result in termination of contract, withholding of payment, and/or another vendor to be hired to complete the work at the current vendor(s) expense.

BIDDER TO COMPLETE	COMPLY/ NOT COMPLY
1. Vendor possess all applicable licenses, registrations, and permits required by the State of California, Fresno County, and/or City of Fresno to perform the scope of work requested	
2. Vendor shall furnish all labor, equipment, materials, tools, and transportation required to perform the services herein described.	
3. Vendor shall comply with all the Security exhibits listed on page 2.	
4. Contractor and all sub-contractors who perform work must be registered with the California Department of Industrial Relations.	
5. Vendor shall only invoice Fresno County for the time spend on the property. Vendor shall not pay for time spent in route or traveling to acquire parts/supplies.	
6. Vendor shall follow industry safety standards, and use only industry approved safety equipment in accordance with the manufacturer's specifications in the performance of all duties.	

BIDDER TO COMPLETE	COMPLY/ NOT COMPLY
7. Vendor shall respond to emergency service requests by phone within 30 minutes, including weekends and holidays and provide estimated time to be on property.	
8. Emergency callbacks categorized as LEVEL 1 requires onsite response in one (1) hour or less.	
9. Emergency callbacks categorized as LEVEL 2 requires onsite response in four (4) hours or less.	
10. Emergency callbacks categorized as LEVEL 3 requires onsite response at 7:00 A.M. the next, normal working day.	

*Please note: Failure to comply to all services requested will not automatically disqualify any bidder.

D. CONFLICT OF INTEREST STATEMENT: The vendor(s) may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. In this section the bidder should address the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest. This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The vendor(s) shall comply will all federal, state and local conflict of interest laws, statutes and regulations.

E. BIDDER TO COMPLETE:

CONTRACTOR'S LICENSE:

Bidder to possess appropriate license for the project in accordance with current regulations/statutes.

The bidder shall possess a current State of California contractor's License, Class C-36 or another license class that covers the work to be performed. The proposal must indicate the license held by the bidder, which enables him/her to perform the work.

If the license is other than a Class C-36, the bidder must explain why his/her license(s) is acceptable. The County will review and determine if acceptable.

Number and Class: _____

Date of Issue: _____

Bidder must also submit verification of Contractor's License from the Department of Consumer Affairs – Contractors' State License Board. Failure to submit verification may result in bidder's response being considered non-responsive.

Public Contract Code Section 7028.15: Where the State of California requires a Contractor's license, it is a misdemeanor for any person to submit a bid unless specifically exempted.

SUBCONTRACTORS:

List all subcontractors that would perform work in excess of one/half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor:

DIR ACKNOWLEDGEMENT

I acknowledge in accordance with labor Code Sections 1725.5 and 1770-1777.7, that I have registered with the Department of Industrial Relations (DIR) and all Certified Payroll Records will be uploaded to the DIR Website. Any additional requirements that materialize from the SB854 legislation will be complied with. Attached is verification of the DIR registration.

(Authorized Signature)

Title

DIR Number

EXHIBIT A – QUOTATION SCHEDULE

Cost for Emergency Response and Supplemental Plumbing Services

- A. Please itemize your charges for an on-site service technician. Hourly labor rates must include costs for travel and other incidentals.

	Regular Business Hours	After Business Hours
Hourly Rate for Technician	\$ _____/hour	\$ _____/hour
Hourly Rate for Hydro Jetting Sewer Lines (8 GPM, 3200 psi)	\$ _____/hour	\$ _____/hour
Hourly Rate for Hydro Jetting Sewer Lines (18 GPM, 2500psi)	\$ _____/hour	\$ _____/hour
Hourly Rate for Hydro Jetting Sewer Lines (65 GPM, 2000psi)	\$ _____/hour	\$ _____/hour
Hourly Rate for Video Inspections (60 ft. cable)	\$ _____/hour	\$ _____/hour
Hourly Rate for Video Inspections (100 ft. cable)	\$ _____/hour	\$ _____/hour
Hourly Rate for Video Inspections (300 ft. cable)	\$ _____/hour	\$ _____/hour
Hourly Rate for Electronic Leak Detection & Line Locating	\$ _____/hour	\$ _____/hour
Hourly Rate for Backhoe with Operator	\$ _____/hour	\$ _____/hour
Hourly Rate for Cutting Saw Operator	\$ _____/hour	\$ _____/hour

B. Additional Repair Items:

Cutting Concrete	\$ _____/per Square Foot
Replacement of Concrete	\$ _____/per Square Foot
Cutting Asphalt	\$ _____/per Square Foot
Replacement of Asphalt	\$ _____/per Square Foot

C. Part Cost – Part Cost will be reimbursed at cost. A copy of the original invoice must accompany the invoice for payment.

EXHIBIT B – BACKGROUND INVESTIGATIONS AND IDENTIFICATION (ID) BADGES

Background Investigations

Prior to the beginning of any services, one (1) background check must be made for every member of the Contractor's personnel providing services to a building location for the life of the agreement. The background check will be required before access is given to any County facility/property. Clearance will only be granted after a successful background check, completed by the County of Fresno Sheriff's Department. Background checks provided by any agency other than the County of Fresno Sheriff's Department will not be accepted.

The current cost of a background check is \$52 per person. This cost will be incurred by the successful Bidder. One check covering the cost of background checks for all employees shall be made payable to: Sheriff, County of Fresno. The successful bidder will be notified regarding the result of background checks. Those that are accepted will report to County of Fresno Security to have their photo taken and ID badge issued.

Background checks are done on a first-come, first serve basis between the hours of 7:00 a.m and 12:00 noon. Monday through Friday. The process takes approximately 20 minutes. time. The amount of time it takes to receive the result of background checks varies from one day to a month (or longer), dependent upon the individual's history.

Individuals who are cleared through this process are entered into the Department of Justice database. Their records are flagged and the County of Fresno Sheriff's Department is notified if the person is ever arrested in the future.

All applicants' background checks must be approved prior to entering any County facility. Approval will not be granted to any individual possessing any of the following circumstances:

1. They have been convicted of a felony, or any crime involving moral turpitude, or carrying or possessing a dangerous weapon.
2. They have ever been charged with a felony or are currently under investigation for a felony.
3. They are charged with or convicted of any crime committed in or at a correctional institution.
4. They are currently on parole or probation or are a sentenced inmate at any correctional facility.
5. They have been refused a license as a private investigator or had such license revoked.
6. They have fraudulently represented themselves, their credentials, their employment or their criminal or arrest record on their application.
7. Make omissions or false statements on their application.
8. They have no valid reason for entering a facility.
9. Their admission into a facility could represents a threat to security, staff or inmate safety.
10. Further information regarding the criteria for background check clearance, including an appeal for process for someone who may be denied clearance is available upon request.

Identification (ID) Badges

The successful bidder's employees will be issued a badge that must be worn and be visible at all times during performance of work in any County building to identify the wearer as an individual who is authorized to enter County facilities.

1. ID badges will be given only after successfully completing the background investigation. ID badges will be issued when the photo is taken. If electronic access to any County facility is required, activation of the badge may take an additional 48 hours to complete.
2. The successful Bidder shall pay \$11.99 per individual badge by submitting one check covering the cost for all the Bidder's employees made payable to: County of Fresno, Security.

3. Costs for ID badges are established by County Auditor and fluctuate annually, therefore the cost of obtaining a new ID badge for a Bidder's new employee may not remain the same throughout the contract term.
4. The wearer will not escort or bring any other individuals into any County facilities. County issued ID badges are for the exclusive use of the individual named and pictured on the badge.
5. All ID badges will remain the property of the County and are returnable upon demand or upon the expiration of the contract. The successful Bidder will be responsible for collecting all ID badges issued and turning them in to the County Security Office when a contract ends or when an employee leaves employment. The Bidder will assume all responsibility for their employee's use of and the return of the County ID badges.
6. The ID badges will only be issued to individuals passing the Background check. Each individual will need to present themselves in person with a valid, clean, and legible copy of a Driver's license or State issued Identification Card to receive an ID badge.

EXHIBIT C – THE PRISON RAPE ELIMINATION (PREA)ACT

All bidders **must comply** with the Prison Rape Elimination (PREA) Act as stated below:

“CONTRACTOR shall comply with all Prison Rape Elimination (PREA) Act standards for juvenile correctional facilities. Training will be provided by Probation at no charge to CONTRACTOR.”

“CONTRACTOR will ensure that all staff assigned to work at the Juvenile Justice Campus (JJC) undergo a pre-employment Live Scan and criminal background security clearance by the Probation Department at no charge to CONTRACTOR. No alcoholic beverages/drugs will be brought into any facility. Nor will anyone under the influence of alcoholic beverages or drugs be allowed inside. In the event of any disturbance inside the facilities, the CONTRACTOR’S employees will immediately follow the orders of the Facility Administrator or his/her designees.

CONTRACTOR shall comply with all Probation Department Policies and Procedures. In the event of a dispute involving COUNTY staff and the contract employee, the on-duty Facility Administrator will have the final decision.” **INFORMATION ON THE PRISON RAPE ELIMINATION ACT CAN BE FOUND HERE: <http://www.prearesourcecenter.org/>**

EXHIBIT D – NO HOSTAGE SITUATIONS**Subject: Hostage Situations****Policy Number: 326.0****Page: 1 of 2****Date Originated: April 1, 2004****Date Revised: February 1, 2008****California Code of Regulations**

It is imperative for the safety and security of all persons within Juvenile Justice Campus (JJC) facilities, as well as for those in the community, that minors are not allowed to leave the secure confines of the facilities by the taking of a hostage(s). If successful in securing a release through these means minors would be much more likely in the future to use this practice again in an attempt to escape the confines of the facilities. This would put those visiting and working at the JJC at higher level of risk and would jeopardize the safety of the community if the minor was in fact successful in securing his/her release.

The JJC is a “no-hostage” facility. This means that minors will not be released from custody under any circumstances due to the taking of a hostage(s). Any staff person taken hostage, no matter what their rank or status, immediately loses their authority and any orders issued by that person will not be followed.

I. HOSTAGE SITUATION PROCEDURES

- A. If any minor(s) and/or other person(s) in the facility attempt to hold any person hostage, and they do not respond to verbal commands to stop staff will immediately notify the Watch Commander. He/she will respond to the location and assess the situation. If a hostage situation is in progress the Watch Commander will:
1. Summon assistance from other officers as required.
 2. Establish a secure perimeter around the hostage takers and allow no one to pass into it for any reason without authorization. Risks should not be taken that might allow the taking of additional hostages.
 3. Evacuate all non-essential persons at the scene to a safe location or any housing pod that is not directly involved in the incident.
 4. Direct officers to place minors in uninvolved housing pods in their rooms and have them remain there until directed otherwise. Minors outside of housing pods will remain in place under officer supervision until it is safe to return to their respective housing pods or any housing pod that is not directly involved in the incident.
 5. Immediately notify the Director or the Probation Services Manager/Assistant Director in his/her absence and confer with higher authority as to action to be taken. Administration in turn will notify the Chief.

Subject: Hostage Situation
Policy #: 326.0

Page 2 of 2

- B. The Fresno Sheriff's Dispatch Center (488-3111) will be notified immediately and a request for a trained hostage negotiator and other emergency personnel will be made as needed. Prior to the arrival of the Sheriff Department's hostage negotiator the Watch Commander will attempt to ascertain:
 - 1. The number and identity of both the hostages and hostagetakers;
 - 2. Any known weapons possessed by the hostagetakers;
 - 3. The demands of the hostage takers.
- C. The Watch Commander will retain and direct departing custody officers, as well as, available Probation peace officer staff to assist with security and safety needs, as necessary. Additional Juvenile Correctional Officers should be called in as may be needed to insure the safe and secure operation of the facility.
- D. The Watch Commander will coordinate with the Sheriff's Department all activities taken to resolve the hostage situation, including the use of appropriate force, and will maintain control of the facility until relieved of that duty by the presence of a Probation Services Manager/Assistant Director, Director, or the Chief Probation Officer.
- E. Once the hostage situation has been resolved the minors involved should be housed in the most secure setting available and all appropriate charges should be filed.
- F. Each officer and/or non-sworn staff member who was involved or observed the incident will complete an incident report and if required, the appropriate critical incident evaluation report(s) regarding the details of the incident prior to the end of his/her shift. (See Incident Report, located in JAS Probation View, under "Word Templates".)
- G. The Watch Commander will prepare a Critical Incident Investigation Report, using the Critical Incident Evaluation Report - Page 2 report form and the critical incident evaluation report(s) completed by the reporting persons at the time of the incident.

II. PARENTAL AND MEDIA INFORMATION

- A. Attempts will be made at the direction of Administration to reach the families of the hostages to advise them of the situation. Notification will also be made to the parents of the hostage takers as deemed appropriate.
- B. All media inquiries will be referred to the Chief's office per departmental policy.

III. SECURITY AND OPERATIONAL REVIEW

- A. Once the incident has been resolved a team will be established to conduct a security and operational review of the incident. The review will be conducted within 2 days of the resolution of the incident. The review team will be comprised of the facility administrator and/or facility Director, Probation Services Manager/Assistant Director and Supervising Juvenile Correctional Officers who are relevant to the incident. The team will review the circumstances leading up to the incident and any necessary corrective action necessary to insure that such an incident does not repeat itself.

EXHIBIT E – NO HOSTAGE POLICY

EFFECTIVE DATE: 12-18-89 REVISED: 08-06-90, 12-25-94, 05-06-96, 09-01-99,
12-01-10

APPROVED BY: Sheriff M. Mims BY: Assistant Sheriff T. Gattie

AUTHORITY: California Code of Regulations, Title 15, Section 1029(a)(7)(B)
and Penal Code Section 236.

PURPOSE:

The purpose of this policy is to establish procedures which provide for the resolution of a hostage-taking incident while preserving the safety of staff, public, inmates, and hostages, and maintaining facility security.

POLICY:

The Fresno County Sheriff's Office Jail Division maintains a **NO HOSTAGE FACILITY** and will not consider bargaining with hostage takers for ANY reason.

It is the policy of the Fresno County Sheriff's Office Jail Division that once any staff member is taken hostage, they immediately lose their authority and any orders issued by that person will not be followed regardless of their rank or status.

It is the policy of the Fresno County Sheriff's Office Jail Division that the primary responsibility of all staff members in a hostage situation is to protect every person involved, if possible, from serious injury or death.

PROCEDURES:**I. DEFINITION**

HOSTAGE SITUATION: any staff member, citizen or inmate held against their will by another person for the purpose of escape, monetary gain or any reason which may place an individual in danger of losing life or suffering serious injury.

II. NOTIFICATIONS, CONTAINMENT AND CONTROL OF THE SITUATION

A. Emergency procedures and notifications shall be implemented as per Emergency Planning procedures (B-101/FILE: EMERGENCY).

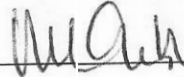
EXHIBIT B

A Reliable Plumbing

A Reliable Plumbing
P.O Box 9636
Fresno, Ca. 93793
(559)229-7354
Email: areliableplumbing@gmail.com

Contact Person for Bids: Manuel Arellano (559)229-7354 office (559)304-9361 cell
Any non bid questions can be directed to office (559)229-7354

Company is Sole proprietor X



Total of 7 pages with cover letter



REQUEST FOR STATEMENT OF QUALIFICATIONS

NO. 18-030

COUNTY OF FRESNO

**EMERGENCY RESPONSE AND
SUPPLEMENTAL PLUMBING
SERVICES**

Issuance Date: March 6, 2018

Closing Date: March 27, 2018 at 2:00 PM

Submittals: Submit RFSQ response electronically on the Bid Page at Public Purchase.

Clarifications: All questions and clarifications must be submitted on the Bid Page at Public Purchase before **10:00 AM on March 14, 2018.**

In the event that it becomes necessary to revise any part of this RFSQ, addenda will be posted to Public Purchase and all agencies and organizations that received the basic RFSQ will be notified.

Cost Limit for Agreement(s): \$125,000.00 Annually

A Reliable Plumbing
Organization

Maria Reyes Office Supervisor
Individual/Contact Person Title

2221 N. Pleasant 93705 OR P.O. Box 9636 Fresno 93793
Street Address/P.O. Box

Fresno Ca 93705
City State Zip Code

(559) 229-7354 arliableplumbing@gmail.com
Telephone Fax Number E-Mail Address

Purchasing Use: HS:YJ

ORG/Requisition: 8935 / 1321801108

VII. SUBMITTAL REQUIREMENTS

Vendors are required to submit all information requested. Content and sequence of the Statement of Qualifications will be as follows:

- A. Exhibit A – Quotation Schedule (as provided).
- B. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representation for the bidder.

Vendor(s) shall state whether the bidder is an individual, partnership or corporation. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal status of the business. A corporation submitting a quotation may be required to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation, prior to the final contract award.

- C. COMPLY/NOT-COMPLY: The following segment states some of the specifications for the services covered under this RFSQ. Interested vendors are instructed to indicate their compliance or non-compliance with the specifications.

Compliance and understanding of the specification is to be noted by marking "COMPLY" on the line provided to the right of the specification. Non-compliance is to be indicated by marking "NOT COMPLY" on the line. A detailed statement explaining why they fail to meet the stated specification or requirement must accompany all non-compliant items.

Failure to furnish emergency callback service as listed below may result in termination of contract, withholding of payment, and/or another vendor to be hired to complete the work at the current vendor(s) expense.

BIDDER TO COMPLETE	COMPLY/ NOT COMPLY
1. Vendor possess all applicable licenses, registrations, and permits required by the State of California, Fresno County, and/or City of Fresno to perform the scope of work requested	Comply
2. Vendor shall furnish all labor, equipment, materials, tools, and transportation required to perform the services herein described.	Comply
3. Vendor shall comply with all the Security exhibits listed on page 2.	Comply
4. Contractor and all sub-contractors who perform work must be registered with the California Department of Industrial Relations.	Comply
5. Vendor shall only invoice Fresno County for the time spend on the property. Vendor shall not pay for time spent in route or traveling to acquire parts/supplies.	Comply
6. Vendor shall follow industry safety standards, and use only industry approved safety equipment in accordance with the manufacturer's specifications in the performance of all duties.	Comply

BIDDER TO COMPLETE	COMPLY/ NOT COMPLY
7. Vendor shall respond to emergency service requests by phone within 30 minutes, including weekends and holidays and provide estimated time to be on property.	Comply
8. Emergency callbacks categorized as LEVEL 1 requires onsite response in one (1) hour or less.	Comply
9. Emergency callbacks categorized as LEVEL 2 requires onsite response in four (4) hours or less.	Comply
10. Emergency callbacks categorized as LEVEL 3 requires onsite response at 7:00 A.M. the next, normal working day.	Comply

*Please note: Failure to comply to all services requested will not automatically disqualify any bidder.

D. CONFLICT OF INTEREST STATEMENT: The vendor(s) may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. In this section the bidder should address the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest. This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The vendor(s) shall comply will all federal, state and local conflict of interest laws, statutes and regulations.

E. BIDDER TO COMPLETE:

CONTRACTOR'S LICENSE:

Bidder to possess appropriate license for the project in accordance with current regulations/statutes.

The bidder shall possess a current State of California contractor's License, Class C-36 or another license class that covers the work to be performed. The proposal must indicate the license held by the bidder, which enables him/her to perform the work.

If the license is other than a Class C-36, the bidder must explain why his/her license(s) is acceptable. The County will review and determine if acceptable.

Number and Class: 901640 C-36
 Date of Issue: 8/07/2007

Bidder must also submit verification of Contractor's License from the Department of Consumer Affairs – Contractors' State License Board. Failure to submit verification may result in bidder's response being considered non-responsive.

Public Contract Code Section 7028.15: Where the State of California requires a Contractor's license, it is a misdemeanor for any person to submit a bid unless specifically exempted.

SUBCONTRACTORS:

List all subcontractors that would perform work in excess of one-half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor:

DIR ACKNOWLEDGEMENT

I acknowledge in accordance with labor Code Sections 1725.5 and 1770-1777.7, that I have registered with the Department of Industrial Relations (DIR) and all Certified Payroll Records will be uploaded to the

DIR Website. Any additional requirements that materialize from the SB854 legislation will be complied with. Attached is verification of the DIR registration.

Man Ray

(Authorized Signature)

Office Supervisor

Title

#1000030551

DIR Number

EXHIBIT A – QUOTATION SCHEDULE

Cost for Emergency Response and Supplemental Plumbing Services

A. Please itemize your charges for an on-site service technician. Hourly labor rates must include costs for travel and other incidentals.

	Regular Business Hours	After Business Hours
Hourly Rate for Technician	\$ <u>145</u> /hour	\$ <u>215</u> /hour
Hourly Rate for Hydro Jetting Sewer Lines (8 GPM, 3200 psi)	\$ <u>385</u> /hour	\$ <u>570</u> /hour
Hourly Rate for Hydro Jetting Sewer Lines (18 GPM, 2500psi)	\$ <u>445</u> /hour	\$ <u>630</u> /hour
Hourly Rate for Hydro Jetting Sewer Lines (65 GPM, 2000psi)	\$ <u>585</u> /hour	\$ <u>770</u> /hour
Hourly Rate for Video Inspections (60 ft. cable)	\$ <u>125</u> /hour	\$ <u>310</u> /hour
Hourly Rate for Video Inspections (100 ft. cable)	\$ <u>125</u> /hour	\$ <u>310</u> /hour
Hourly Rate for Video Inspections (300 ft. cable)	\$ <u>185</u> /hour	\$ <u>370</u> /hour
Hourly Rate for Electronic Leak Detection & Line Locating	\$ <u>165</u> /hour Per tech	\$ <u>235</u> /hour Per tech
Hourly Rate for Backhoe with Operator	\$ <u>545</u> /hour Per tech	\$ <u>790</u> /hour Per tech.
Hourly Rate for Cutting Saw Operator	\$ <u>345</u> /hour	\$ <u>415</u> /hour

B. Additional Repair Items:

Cutting Concrete	<p>Do not charge per SQ Foot</p> <p>\$ 0 /per Square Foot</p> <p>Price is included w/ hourly rate + operator</p>
Replacement of Concrete	<p>\$ /per Square Foot</p> <p>Price TBD w/ current Concrete Pricing</p>
Cutting Asphalt	<p>\$ /per Square Foot</p> <p>Price is included w/ rate + operator of cutting</p>
Replacement of Asphalt	<p>\$ /per Square Foot</p> <p>Price TBD w/ current price of Asphalt.</p>

C. Part Cost – Part Cost will be reimbursed at cost. A copy of the original invoice must accompany the invoice for payment.

- * All pricing is to reflect Prevailing Wage Cost.
- * Price can change if project is not demmed for prevailing Wage.

LIST OF CONTRACTORS

CONTRACTOR NAME	ADDRESS	CONTACT INFORMATION
1. A Reliable Plumbing	P.O. Box 9636 Fresno, CA 93793	Contact: A Reliable Plumbing Phone: (559) 229-7354 E-mail: areliableplumbing@gmail.com

Exhibit D

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its board members has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

(1) Enter board member's name, job title (if applicable), and date this disclosure is being made.

(2) Enter the board member's company/agency name and address.

(3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:

a. The name of the agency/company with which the corporation has the transaction; and

b. The nature of the material financial interest in the Corporation's transaction that the board member has.

(4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

(5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

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(1) Company Board Member Information:

Name:		Date:	
Job Title:			

(2) Company/Agency Name and Address:

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):

(5) Authorized Signature

Signature:		Date:	
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