



Purchasing & Contracting Department

May 09, 2025

VIA EMAIL TO: matthew.rodde@efiglobal.com

Mr. Matthew Rodda, Senior Vice President
EFI Global, Inc.
317 South Isis Ave. Suite 207
Inglewood, CA 90301

Reference: Request for Proposal (RFP) 10090197-25-R, As-Needed Consulting Services
for Asbestos Inspections

Dear Mr. Rodda:

Subject: Exceptions

On September 13, 2024, the City of San Diego received your exceptions relating to the above referenced solicitation.

Exhibit A, item A.2.2 of the subject RFP, states, in pertinent part: "Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proper's exceptions, reject proposer's exceptions and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions.

This letter confirms our agreement to modify the terms of the Contract relating to the above-referenced solicitation. The Parties agree as follows:

1. The City **rejects** EFI Global's requests to modify Exhibit C: General Terms and Provisions, Section 5.9.1.
2. The City **rejects** EFI Global's requests to modify Exhibit C: General Terms and Provisions, Section 6.1 Rights in Data.
3. The City **rejects** EFI Global's requests to modify Exhibit C: General Terms and Provisions, Section 7.1 Indemnification.
4. The City **rejects** EFI Global's requests to modify Exhibit C: General Terms and Provisions, Section 7.2.1 Commercial General Liability.
5. The City **rejects** EFI Global's requests to modify Exhibit C: General Terms and Provisions, Section 7.2.2 Commercial Automobile Liability.

Mr. Matthew Rodda, Sr. Vice President

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6. The City **rejects** EFI Global's requests to modify Exhibit C: General Terms and Provisions, Section 7.2.3 Workers' Compensation.
7. The City **rejects** EFI Global's requests to modify Exhibit C: General Terms and Provisions, Section 7.2.4 Professional Liability (Errors and Omissions).
8. The City **rejects** EFI Global's requests to modify Exhibit C: General Terms and Provisions, Section 7.2.5.1 Additional Insured Status.
9. The City **rejects** EFI Global's requests to modify Exhibit C: General Terms and Provisions, Section 7.2.5.2 Primary Coverage.
10. The City **rejects** EFI Global's requests to modify Exhibit C: General Terms and Provisions, Section 7.2.5.4 Waiver of Subrogation.
11. The City **rejects** EFI Global's requests to modify Exhibit C: General Terms and Provisions, Section 7.3 Self Insured Retentions.
12. The City **rejects** EFI Global's requests to modify Exhibit C: General Terms and Provisions, Section 7.5 Verification of Coverage.
13. The City **rejects** EFI Global's requests to modify Exhibit C: General Terms and Provisions, Section 7.8 Excess Insurance.
14. The City **rejects** EFI Global's requests to modify Exhibit C: General Terms and Provisions, Section 12.2 Compensation for Mandatory Assistance.
15. Section 7.2 of Exhibit C, General Contract Terms and Provisions has been modified to include the following additional insurance coverage:

7.2.4.1 Pollution Liability Insurance. Contractor shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to the Work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$4,000,000 aggregate per policy period of one year”.

Please indicate your agreement with the above by signing the bottom of this letter and returning the original signed document to the at the address noted below. Thank you for your assistance.

Sincerely,



Rene Lelevier

Senior Procurement Contracting Officer, Purchasing & Contracting

Mr. Matthew Rodda, Sr. Vice President
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This Letter is executed by the City and Contractor acting by and through their authorized officers.

EFI GLOBAL, INC

By: 

Name: Matthew Rodda

Title: Vice President

Date: 05/19/2025

THE CITY OF SAN DIEGO

By: 

Name: Claudia C. Abarca

Title: Director, Purchasing & Contracting

Date: June 13, 2025

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090197-25-R, As
Needed Consulting Services for Asbestos Inspections**

This Consultant Services Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) #10090197-25-R, As Needed Consulting Services for Asbestos Inspections (Consultant).

RECITALS

On or about 8/6/2024, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Consultant has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Consultant to provide the services as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Consultant agree as follows:

**ARTICLE I
CONSULTANT SERVICES**

1.1 Scope of Work. Consultant shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Consultant will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

1.3 Duty to Inform City of Changes. Consultant shall immediately advise the City in writing of any anticipated change in the Scope of Services, Compensation and Fee Schedule, or Time Schedule, and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve Consultant from its duty to render all Services in accordance with applicable law and industry standards.

1.4 Additional Services. City may require Consultant to perform additional Services beyond those described in Exhibit B (Additional Services). Before Consultant commences such work, the Parties must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance with Section 3.3.

1.5 Manner of Payment. City shall pay Consultant in accordance with the Compensation and Fee Schedule. Consultant is not entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. Consultant shall submit one invoice per calendar month in a form acceptable to City in accordance with the Compensation and Fee Schedule. Consultant shall include with each invoice a description of completed Services, reasonably related expenses, if any, and all other information, including but not limited to the progress percentage of the Scope of Services and/or deliverables

completed prior to the invoice date, as required by the City. City will pay undisputed portions of invoices within thirty calendar days of receipt.

1.6 Eighty Percent Notification. Consultant shall promptly notify City in writing of any potential cost overruns. Cost overruns include, but are not limited to, the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement; or (2) where the total cost for performance of the Scope of Services appears that it may be greater than the maximum compensation for this Agreement. Consultant will not be paid for Services that are not pre-approved in writing by the City that exceed 80% of the maximum compensation for this Contract.

1.7 Right to Audit. City retains the right to review and audit, and the reasonable right of access to Consultant's and any Subconsultant's premises, to review and audit Consultant's Subconsultant compliance with the provisions of this Agreement (City's Right). City's Right includes the right to inspect, photocopy, and retain copies of any and all books, records, documents and any other information (Records) relating to this Agreement outside of Consultant's premises if deemed necessary by City in its sole discretion. City shall keep these Records confidential to the extent permitted by law.

1.7.1 Audit. City's Right includes the right to examine Records of procedures and practices that City determines are necessary to discover and verify that Consultant Subconsultants in compliance with all requirements under this Agreement.

1.7.2 Cost Audit. If there is a claim for additional compensation or for Additional Services, the City's Right includes the right to Records that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

1.7.3 Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

1.7.4 Accounting Records. Consultant and Subconsultant shall maintain complete and accurate Records in accordance with generally accepted accounting practices. Consultant and Subconsultant shall make available to City for review and audit all Records relating to the Services. Upon City's request, Consultant and Subconsultant shall submit exact duplicates of originals of all requested records to City.

1.7.5 City's Right Binding on Subconsultants. Consultant shall include City's Right as described in this Section 5.1 in any and all of their contracts with subconsultants, and shall ensure that these sections are binding upon all subconsultants.

1.7.6 Subconsultants. Consultant's hiring or retaining of any third parties (Subconsultants) to perform Services (Subconsultant Services) is subject to City's prior written approval. Consultant shall list all Subconsultants known to Consultant on the Subconsultant List at the time this Agreement is entered. Consultant shall give written notice to the City of the need at least 45 days before entering into a contract for such Subconsultant Services. Consultant's notice shall include a justification, a description of the Scope of Services, and an estimate of all costs for Subconsultant Services. Consultant may request that City reduce the 45-day notice period. City agrees to consider such requests in good faith.

1.7.7 Subconsultant Contract. Consultant shall require Subconsultant to obtain and maintain insurance policies as required by City for the duration of this Agreement. Consultant shall determine Subconsultant policy limits and required endorsements proportionate to the services performed by Subconsultant.

1.7.7.1 Consultant is obligated to pay Subconsultant for Consultant and City-approved invoice amounts out of amounts paid by City to Consultant not later than fourteen working days from Consultant's receipt of payment from City. Nothing in this paragraph shall be construed to impair the right of Consultant and any Subconsultant to negotiate fair and reasonable pricing and payment provisions among themselves.

1.7.7.2 If Subconsultant's performance is deficient, Consultant shall notify City in writing of any withholding of payment to Subconsultant, specifying: (a) the amount withheld; (b) the specific cause under the terms of the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action Subconsultant must take in order to receive the amount withheld. Once Subconsultant corrects the deficiency, Consultant shall pay Subconsultant the amount withheld within fourteen working days of the Consultant's receipt of City's next payment.

1.7.7.3 City shall not be made a party to any judicial or administrative proceeding to resolve any dispute between Consultant and Subconsultant. Consultant agrees to defend and indemnify the City as described in the City's General Terms and Provisions, attached hereto as Exhibit D, and incorporated by reference, in any dispute between Consultant and Subconsultant should City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

1.7.7.4 Subconsultant must comply with the City's Equal Opportunity Contracting Program requirements.

1.7.7.5 City is an intended beneficiary of any work performed by Subconsultant for purposes of establishing a duty of care between Subconsultant and City.

1.8 Consultant Award Tracking Form. Consultant shall submit information to City as requested in Consultant Award Tracking Form. The information shall include the dollar amount awarded during the period covered by the Consultant Award Tracking Form.

1.9 Consultant and Subconsultant Principals for Consultant Services. This Agreement is for unique Services. City has retained Consultant based on Consultant's particular professional expertise as exhibited by the following members of the Consultant's organization: [List individuals by name and title] (the Project Team). Consultant may not delegate the performance of Services to other members of Consultant's organization or to Subconsultants without City's prior written consent. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Services and may not be removed from the Project without the City's prior written approval. City may consider Consultant in default of this Agreement if any member of the Project Team is prevented from providing Services without City's prior written approval. Consultant must consult City as to any replacement if any member of the Project Team becomes unavailable. City may terminate this Agreement if City does not approve of a proposed replacement. Further, City reserves the right, after consultation with Consultant, to require any of Consultant's employees or agents to be removed from providing Services under this Agreement.

1.10 Contract Administrator. The Environmental Services Department (Department) is the Contract Administrator for this Agreement. Consultant shall provide the Services under the direction of a designated representative of the Department as follows:

Amanda Santifer, Asbestos, Lead and Mold Program Manager
9601 Ridgehaven Court, STE 310
San Diego, CA 92123
858-573-1261
ASantifer@sandiego.gov

ARTICLE II DURATION OF CONTRACT

2.1 Term. This Contract shall be for a period of One (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for Four (4) additional One (1) year period(s). Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Services beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Consultant for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$90,000. Initials MS.

3.2 Additional Costs. Additional Costs are costs that can be reasonably determined to be related to Consultant's errors or omissions, and may include Consultant, City, or Subcontractor overhead, construction, materials, demolition, and related costs. Consultant shall not be paid for the Services required due to the Consultant's errors or omissions, and Consultant shall be responsible for any Additional Costs associated with such errors or omissions. These Additional Costs may be deducted from monies due, or that become due, to Consultant. Whether or not there are any monies due, or becoming due, Consultant shall reimburse City for Additional Costs due to Consultant's errors or omissions.

3.3 Manner of Payment. City shall pay Consultant in accordance with the tasks as described in Exhibit B Scope of Work. Consultant is not entitled to fees, including fees for expenses, that exceed the amounts specified in Exhibit B. Consultant shall include with each invoice a description of completed Services, breakdown of costs per project in an itemized list, reasonably related expenses, if any, and all other information, including but not limited to the progress of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. City will pay undisputed portions of invoices within thirty calendar days of receipt.

ARTICLE IV

ARTICLE IV WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE V CONTRACT DOCUMENTS

5.1 Contract Documents. The following documents comprise the Contract between the City and Consultant: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Consultant will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st Any properly executed written amendment to the Contract
- 2nd The Contract
- 3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4th Consultant's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Consultant and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Consultant acting by and through their authorized officers.

CONSULTANT

EFI Global

Proposer

317 S Isis Ave Suite 207, Inglewood, CA 90301

Street Address

Inglewood, CA 90301

City

310-854-6300

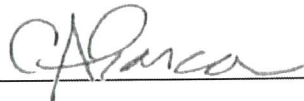
Telephone No.

matthew.rodha@efiglobal.com

E-Mail

CITY OF SAN DIEGO
A Municipal Corporation

BY:



Print Name:

Claudia C. Abarca
Director, Purchasing & Contracting Department

June 13, 2025

Date Signed

BY:



Signature of
Proposer's Authorized
Representative

Matthew Rodda

Print Name

Vice President

Title

05/19/2025

Date

Approved as to form this 17 day of

June, 20 25.
HEATHER FERBERT, City Attorney

BY:



Deputy City Attorney

EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for RFP.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Reserved.

2.6 Licenses as required in Exhibit B.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

Tab C - Cost/Price Proposal. Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the

demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Quality. Reserved.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or

obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Reseerved.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
A. Specialized experience and technical competence of the firm.	30
1. Requested information included and thoroughness of response that demonstrates the competent knowledge of regulations and processes to perform the Scope of Work.	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
3. Demonstration of knowledge of technical aspects involved for this type of project.	
4. Previous work performed on similar contracts and past record of performance.	
5. The proposal's acceptance of the Exhibit B Scope of Work and City's General Terms and Provisions.	

	MAXIMUM EVALUATION POINTS
B. Strength of key personnel and commitment to the Project Staffing Plan.	20
1. Qualifications of personnel adequate for requirements specified and demonstrate competent expertise to effectively and efficiently complete the Scope of Work.	
2. Availability/Geographical location of an adequate number of personnel to perform the duties contained in the Scope of Work.	
3. Clearly defined Roles/Responsibilities of personnel	
4. Certification documentation is provided for staff per requirements.	
C. Proposed Method to accomplish the work.	25
1. Information provided on previous relationship of contractor and subcontractor(s) on similar projects, if subcontractor(s) will be used.	
2. Other pertinent experience, knowledge and expertise provided.	
3. Location in the general geographical area of the project and knowledge of the locality of the Project.	
4. Capacity/Capability to meet the City of San Diego needs in a timely manner.	
D. Past Performance	15
1. Relevant experience of the Firm and subcontractors	
2. Past Performance on similar projects	
3. Reference checks	
E. Price	10
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

*The City shall apply a maximum of an additional 12 points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an

accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Bond. A bond as described in Exhibit B.

5. Reserved.

6. Consultant Award Tracking Form.

7. Conflict of Interest Certification.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

(Remainder of page left blank intentionally)

EXHIBIT B SCOPE OF WORK

A. BACKGROUND: The City of San Diego (City), Environmental Services Department (ESD), Asbestos, Lead and Mold Program (ALMP) requires the services of a Contractor to perform asbestos inspections of selected City facilities. The Contractor shall provide the following for each City facility inspected:

1. A comprehensive inspection report (Inspection Report) as described in Section G below.
2. A facility specific Operations and Maintenance (O&M) plan shall be provided for each facility based upon the Inspection Report.

B. CERTIFICATIONS AND QUALIFICATIONS. To perform the work described in this solicitation, Contractors must hold the following current certifications:

1. California Department of Occupational Safety and Health (DOSH) Certified Asbestos Consultant (CAC)
2. California DOSH Certified Site Surveillance Technician (CSST)
3. Asbestos Hazard Emergency Response Act (AHERA) Contractor/Supervisor
4. AHERA Building Inspector
5. AHERA Project Designer
6. AHERA Management Planner

When certifications are renewed, an updated copy must be sent to the Contract Administrator within seven (7) calendar days.

The Contractor must have at least three (3) years of experience performing comprehensive asbestos inspections.

C. CONTRACTOR RESPONSIBILITIES The Contractor is responsible for ensuring that work performed under this Contract by the Contractor's employees, representatives, and/or subcontractors conforms with the specifications and guidelines herein, adheres to best practice standards for asbestos inspections, and complies with all applicable federal, state and local regulations.

1. **Safety Requirements** All work performed under this Contract will be performed in such a manner as to provide maximum safety to the public and employees and shall comply with all safety provisions and regulations. The Contractor is responsible for abiding by all Cal-OSHA requirements. Contractors who have ten (10) or more employees shall have an Injury/Illness Prevention Program (IIPP) as required by Cal-OSHA. The ALMP reserves the right to issue a stop-work order to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of work under this Contract.
2. **Damages.** The Contractor will immediately report any damages, or any other problems or irregularities, including any injuries, to the ALMP or designee.
The Contractor shall be responsible for all damages to people and/or property that occur as a result Contractor's performance of work under this Contract.

3. **Parking.** If at any time Contractor shall be on the premises of the City, the Contractor is responsible for all parking fees, tickets, and permits. The Contractor shall also obey all parking regulations.
4. **City Work Rules.** Contractor shall, while on the premises of the City, comply with all City rules and regulations. The Contractor shall acquaint itself with conditions at the work site so as not to interfere with City operations. The Contractor shall not stop, delay, or interfere with City work schedules without the prior approval of the ALMP.

D. PAYMENTS WITHHELD. The City may withhold payment for services not performed and for unsatisfactory or substandard work not corrected to the satisfaction of the ALMP within the time specified. Such deductions shall not prevent the City from proceeding with termination of the Contract in accordance with Article IV of the General Contract Terms and Provisions Applicable to Goods, Services, and Consultant Contracts attached as Exhibit C.

The City may also withhold payment to such extent as may be necessary to protect the City from loss due to:

1. Overpayment of invoices.
2. Claims filed against the City for damage caused by the Contractor's acts or omissions, or reasonable evidence indicating probable filing of claims.
3. Repairs required as a result of the Contractor's negligence.

E. PAYMENT.

The Contractor shall provide separate invoices for each facility completed (Inspection, Inspection Report and O&M plan). The Contractor will bill all fees incurred in accordance with this Contract directly to the City. Fees shall be inclusive of all professional services, supplies, profit, travel, and other expenses. No additional charges for these specified services shall be allowed. Invoices cannot exceed any line item in the estimate that was provided and agreed upon prior to the start of the individual project.

Within the first ten (10) days of each month the Contractor will invoice the Department for each facility completed (Inspection, Inspection Report, and O&M Plan) during the prior month. Progressive invoicing is not permitted. Invoices will be paid within thirty (30) calendar days of receipt. Contractor shall provide a breakdown of cost pursuant to the Price Schedule attached herein as Attachment 1.

Invoices shall be emailed to the following email address: ALMP@sanidiego.gov. Alternatively, invoices may be mailed to the address below:

Contract Administrator: Amanda Santifer
Asbestos, Lead and Mold Program Manager
Environmental Services Department
9601 Ridgehaven Court, Suite 310
San Diego, CA 92123
Telephone No.: 858.573.1261

F. SUBMITTALS

The Contractor shall provide the following submittals for review and approval by ALMP prior to the start of the project:

1. A workplan to include the following:
 - a) The process used to conduct facility inspections;
 - b) Sample collection process;
 - c) Method of sealing materials disturbed during sample collection (i.e. caulking, tape, adhesives, etc.);
 - d) Clean up of potential debris created from sample collection.
2. The DOSH and AHERA certifications for all personnel conducting the inspections.
3. The Contractor's Respiratory Protection Plan in accordance with 29 CFR 1910.134 and Title 8 CCR 5144
4. Contractor's field personnel's current medical clearance for use of respirators
5. Current respirator fit tests for Contractor's field personnel
6. Applicable laboratory certifications for the analysis of asbestos bulk samples.
7. A written estimate for each facility within three (3) working days of the bid walk to include:
 - a) Facility Name, facility address, facility number/functional location number, and contract number;
 - b) Estimated number of inspectors required for the inspection;
 - c) Estimated number of samples to be collected;
 - d) Estimated number of hours required for each of the following: historical records review (if applicable), inspection, inspection report preparation and O&M plan preparation;
 - e) Estimate of costs associated with pricing, Pricing Page(s) or other reimbursable line items. The estimate is a not to exceed price.

G. ASBESTOS INSPECTIONS

1. Scheduling of Asbestos Inspections

- a) All facility inspections will be coordinated through the ALMP representative and the Contractor.
- b) An ALMP representative will be present during all facility inspections.
- c) Inspections conducted in occupied facilities shall be performed during non-business hours when City personnel and members of the public are not present. This will include work on weekends, overnight and City Holidays. Non-business hours are Monday through Friday from 6:00 p.m. to 6:00 a.m., and from Friday at 6:00 p.m. until Monday at 6:00 a.m.
- d) Inspections conducted in unoccupied facilities can be conducted during regular business hours with written approval from the ALMP.
- e) Inspections shall be completed within thirty (30) days of submittal approval by the ALMP representative.

2. Comprehensive Asbestos Inspections

The Contractor shall work with the ALMP to determine if a review of pre-existing records would be required or beneficial per facility. If required, The Contractor shall review records at 9601 Ridgehaven Ct., San Diego CA, 92123 during normal business hours.

The Contractor shall conduct a comprehensive asbestos inspection of the interior and exterior (excluding the roof) of each facility. Roof mounted mechanical systems and penthouse mechanical spaces shall be inspected. The inspections shall be performed by a CAC, or a CSST working under the supervision of a CAC. The inspection for each facility shall include the following:

1. Identification of the presence, condition and quantity of all suspect asbestos containing materials (ACM);
2. Collection of bulk samples of all suspect ACMs using the AHERA as a guideline;
3. Analysis of bulk samples by polarized light microscopy (PLM);
4. A hazard assessment of each identified ACM.

No materials shall be presumed to contain asbestos. All suspect ACMs shall be sampled, except roofing systems. Samples shall be collected from accessible, inconspicuous areas and limit the damage to facility components. All samples shall be collected using wet methods and the Contractor shall ensure that no debris remains after sample collection. The Contractor shall provide an appropriate durable patch at all sample locations.

Except for ALMP personnel, no City personnel or members of the public will be allowed in areas where sampling is being conducted.

Asbestos bulk samples shall be submitted to a laboratory enrolled in the National Voluntary Laboratory Accreditation Program (NVLAP) for PLM analysis using the NIOSH 9002 method. At no time shall the sample turnaround time exceed 5 business days (1 week). The laboratory shall keep the remainder of the analyzed samples for a minimum of sixty (60) days.

The City has the right to have the collected samples additionally analyzed by a third-party laboratory.

The inspection shall include an assessment of the hazard for each material based on a 1 to 7 scale. The Contractor shall use the Hazard Assessment Tool herein attached as Attachment 2 to create the hazard ranking for each material.

If issues requiring immediate attention are observed (i.e. active water leaks, significant damage to a suspected or known ACM, delamination of suspect or known ACM, ACM debris, etc.) during the inspection, the Contractor must immediately notify the ALMP Representative.

The Contractor shall also notify the ALMP Representative of any potential lead-based paint hazards or mold issues observed during inspections.

3. Deliverables

Inspection Report

The template for the Inspection Report shall be approved by the ALMP representative. The Contractor shall prepare an Inspection Report that includes:

1. A floor plan showing all sample locations and the locations of identified ACM.
2. A comprehensive list of sampled materials with results, and current conditions of identified ACM.
3. The facility address, name (if any), facility number/functional location (provided by ALMP), building owner, building owner's address, building owner's phone number and building owner representative.
4. Information about the person conducting the inspection including: name, title, address and telephone number of the company the inspector(s) work(s) for, and a written statement of the qualifications of the inspector(s) who conducted the inspection.
5. The date(s) that the facility inspection was conducted.
6. A list of all suspect ACMs present.

7. A description of all identified ACMs to include:
 - a. Sample identification number
 - b. Sample location
 - c. Sample description
 - d. Percent content of asbestos
 - e. Friability
 - f. Current material condition
 - g. Estimated quantity of identified ACMs
 - h. Hazard assessment ranking
 - i. Any additional relevant information
8. The name, address and telephone number of the laboratory performing analysis of the samples for asbestos content.
9. A statement of qualifications of the laboratory that conducted the analysis.
10. A list of test methods used to determine asbestos content.
11. A copy of the laboratory analytical report with chain of custody documentation.
12. Photographs of the property, sample locations and identified ACMs.
13. A copy of the current DOSH CSST and CAC certification for the inspector(s) conducting the inspection and reviewing and approving the Inspection Report(s).
14. A copy of the current AHERA Building Inspector certification for the inspector(s) conducting the inspection.
15. Recommendations and abatement options for ACMs requiring immediate attention.

The Contractor shall provide two hard copies of the Inspection Report in separate binders and one electronic copy of the report. The electronic copy shall be in PDF format. The Inspection Report shall be submitted within forty-five (45) days of completion of the inspection.

4. O&M Plans

The Contractor shall generate an O&M Plan for each individual facility based on the inspection findings and the Inspection Report. The template for the O&M Plan shall be approved by the ALMP Representative. Each O&M Plan shall be a standalone document and shall not be combined with other facilities. The O&M Plans shall be authored and signed by a CAC with a current AHERA Management Planner certificate and with a minimum of one year experience writing O&M Plans. The O&M Plan shall be submitted within forty-five (45) days of completion of the inspection.

Each O&M Plan shall include the following, at a minimum:

1. Building name, address and facility number (provided by the ALMP representative).
2. A comprehensive list of all identified ACMs including the following:
 - a. location
 - b. condition
 - c. friability
 - d. quantity
 - e. classification (surfacing material, thermal system insulation or miscellaneous material)
 - f. final hazard ranking
3. Provide recommended management options and estimated associated costs for each identified ACM.
4. Establish a recordkeeping and documentation system for program records.

5. Indicate where signage is required in City facilities to comply with Cal/OSHA and the California Health and Safety Code as they relate to asbestos. Provide the required language for the signage.
6. A copy of the initial Inspection Report
7. Copies of the CAC certification and the CAC's AHERA Management Planner certificate.
8. A reference table documenting the building name, address, facility number, ACMs and locations in the building to be used in building occupant notifications.

The contractor shall provide two hard copies of the O&M plan in separate binders and one electronic copy of the report. The electronic copy shall be in PDF format.

- H. PERFORMANCE BOND** The Contractor shall be required to furnish the City of San Diego with a surety bond executed by a surety company authorized to do business in the State of California, and approved by the City of San Diego, in a sum equal to one-hundred percent (100%) of the Contract amount, conditional for the performance of the Contract.

The performance bond shall be submitted to Purchasing & Contracting within ten (10) days of request. Failure to provide the bond within the time frame specified by the City shall be cause for the bid to be rejected as non-responsive. The bond shall be maintained by the Contractor in full force and effect during the entire period of performance under Contract. Failure to do so shall be cause for termination of the Contract.

- I. PRICE SCHEDULE** Bidders are required to submit their bid prices on the City's Price Schedule herein attached as Attachment 1 – Price Schedule. The Price Schedule must be completed in full. Only the City's Price Schedule will be accepted. Any deviations from the Price Schedule may be considered non-responsive and unacceptable.

Attachments:

- 1) Price Schedule
- 2) Hazard Assessment Tool

PRICE SCHEDULE – ASBESTOS INSPECTION SERVICE RATES

1. GENERAL

The estimated quantities provided by the City are not guaranteed and are listed for purposes of comparing cost proposals and establishing pricing. The actual quantities may vary depending on the demands of the City. Any variations from these estimated quantities shall not entitle the Contractor to an adjustment in the unit price or to any additional compensation. Labor rates shall be fully burdened.

2. ASBESTOS INSPECTION PRICING

The “estimated quantity” identified in the below pricing sheet contains the best estimate as to the total number of facilities that will be inspected during the contract period. The quoted price is to include the inspection services (which include fully burdened labor rates, equipment and supplies.

2.1 ASBESTOS INSPECTIONS

Provide a listing of the various employee positions, hourly rate, and overtime rate to be billed to the City to meet the scope of services included in this document. Overtime rate applies to work conducted Monday-Friday 6:00 pm – 6:00 am, weekends from 6:00 pm Friday – 6:00 am Monday, and City Holidays. Overtime shall be approved in advance, in writing by the City.

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	30	HR	Certified Asbestos Consultant (CAC)	\$ 125	\$ 3,750
2.	150	HR	Certified Site Surveillance Technician (CSST)	\$ 100	\$ 15,000
3.	20	HR	Administrative Staff	\$ 50	\$ 1,000
4.	20	HR	Certified Asbestos Consultant (CAC) (OVERTIME RATE)	\$ 125	\$ 2,500

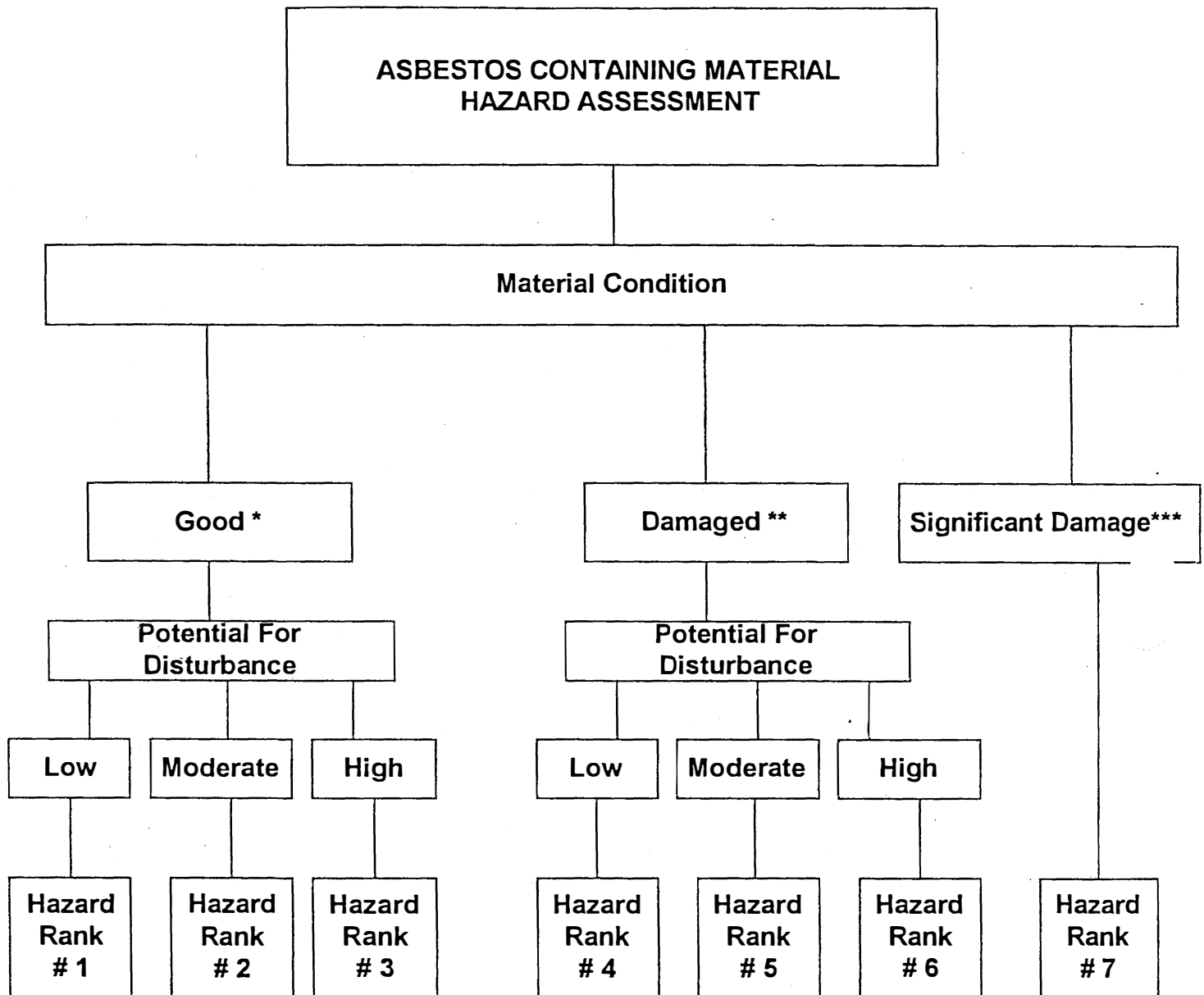
Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
5.	100	HR	Certified Site Surveillance Technician (CSST) (OVERTIME RATE)	\$ 100	\$ 10,000
6.	200	EA	Asbestos Bulk Sample Analysis by PLM NIOSH 9002 Method – 1 Week Turn Around Time	\$ 10	\$ 2,000
TOTAL SECTION 2.1					\$ 34,250

2.2 ASBESTOS INSPECTION REPORTS AND O&M PLANS

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	60	EA	Certified Asbestos Consultant (CAC)	\$ 125	\$ 7,500
2.	20	EA	Certified Site Surveillance Technician (CSST)	\$ 100	\$ 2,000
TOTAL SECTION 2.2					\$ 9,500

Total Section 2.1	\$ 34,250
Total Section 2.2	\$ 9,500
Total	\$ 43,750

Attachment 2: Hazard Assessment Tool



* Good: < 5 % damage

**Damage: 5% to < 25 % local area damage
5 % to < 10 % general damage

***Signifiant
Damage: > 25 % local damage
> 10 % general damage

EXHIBIT C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

B. BIDDER/PROPOSER INFORMATION:

Legal Name		DBA	
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five ten (5) years, has your firm changed its name?

Yes **No**

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?

Yes ☐ **No**

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?

Yes **No**

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: _____ State of incorporation: _____

List corporation's current officers: President: _____
 Vice Pres: _____
 Secretary: _____
 Treasurer: _____

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: **Yes** **No**

If **Yes**, after what date: _____

Is your firm a publicly traded corporation? **Yes** **No**

If **Yes**, how and where is the stock traded? _____

If **Yes**, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? **Yes** **No**

If **Yes**, please use Attachment A to disclose.

Please list the following: Authorized Issued Outstanding

a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

Yes No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

Yes No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: _____

Point of Contact: _____

Address: _____

Phone Number: _____

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: _____ Year Issued: _____

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If Yes, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: **\$75,000**

Requirements of Contract: _____

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes

No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes

No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes No

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes No

Certification # _____

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # _____
- b. Woman or Minority Owned Business Enterprise Certification # _____
- c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? **Yes** **No** If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$_____ (per year) \$_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$_____ (per year) \$_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

Initial submission of *Contractor Standards Pledge of Compliance*

Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.


		
_____	_____	_____
Name and Title	Signature	Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.
Print in ink or type responses and indicate question being answered.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Print Name, Title



Signature

Date

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

Please see the following pages for AA. Contractors Certification of Pending Actions and BB. Work Force Report.

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- ☒ The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- ☐ The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN
		EFI Global can not release this information without an NDA signed by the City.			

Contractor Name: EFI Global, Inc.

Certified By Matthew Rodda Title Senior Vice President

Name



Date September 12, 2024

Signature

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor
☒ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: EFI Global, Inc.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 317 South Isis Ave, Suite 207

City: Inglewood County: Los Angeles County State: California Zip: 90301

Telephone Number: 310.854.6300 Fax Number: 310.854.0199

Name of Company CEO: Steve Powell

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: C-Corporation Type of License: CSLB License # 885902

The Company has appointed: Heather Lawley

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 8125 Sedgwick Way, Memphis, TN 38125

Telephone Number: (901) 415-7400 Fax Number: _____ Email: heather.lawley@sedgwick.com

☒ One San Diego County (or Most Local County) Work Force - Mandatory

☐ Branch Work Force *

☐ Managing Office Work Force

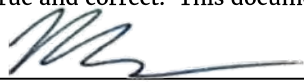
Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of EFI Global, Inc.

Los Angeles County, California (Firm Name)

(County) (State) hereby certify that information provided herein is true and correct. This document was executed on this 12th day of September, 20. 24


(Authorized Signature)

Matthew Rodda
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: **EFI Global, Inc.**

DATE: **9/13/2024**

OFFICE(S) or BRANCH(ES): **Inglewood**

COUNTY: **Los Angeles County**

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--------------------------------------|---|
| (1) Black or African-American | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			2		1			2			20	8	1	
Professional	5	2	21	3	14	4	2	0	0	0	323	60	1	6
A&E, Science, Computer														
Technical	3	1	7	2	0	1					27	4	1	
Sales														
Administrative Support	2	7	2	12	1	2					15	58	1	6
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	10	10	32	17	16	7	2	2	0	0	385	130	4	12
--------------------	----	----	----	----	----	---	---	---	---	---	-----	-----	---	----

Grand Total All Employees	646
---------------------------	-----

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	1	2	1	1	2	3	1	0	0	0	33	21	5	2
----------	---	---	---	---	---	---	---	---	---	---	----	----	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3NAME OF FIRM: EFI Global, Inc.DATE: 9/13/2024OFFICE(S) or BRANCH(ES): InglewoodCOUNTY: Los Angeles County

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--------------------------------------|---|
| (1) Black or African-American | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

2.6 Licenses as required in Exhibit B.

EFI Global currently holds all of the licenses as described in Exhibit B, Scope of Work. Please see Section B, Page 37 of this proposal for proof of licenses and certifications.

Tab B - Executive Summary and Responses to Specifications.

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2.12 Executive Summary

EFI Global, Inc. (EFI Global) is pleased at the opportunity to provide this proposal to the City of San Diego (City) for As-Needed Consulting Services for Asbestos Inspections. EFI Global has extensive asbestos sampling experience and is well-equipped to perform all the services outlined in this proposal.

EFI Global is a full-service national hazardous material, environmental, health and safety, and specialty consulting services firm serving industries in the public and private sectors. EFI Global was founded in 1971 and has grown over the years to become a recognized leader in environmental engineering consulting services. EFI Global is part of Sedgwick, an environmental and insurance claims company which operates in 60 countries throughout the world. EFI Global completes more than 21,000 projects annually, for utilities, infrastructure, commercial, industrial, institutional, insurance, government, public, and private entities.

Corporate Information

C-Corporation registered in California

California General Contractor and Engineering
Contractor with A and B licenses (#885902)

ISNetworld No. 400-509731

DIR registration (1000034166)

Federal Tax ID number 34-2028648

Annual revenues of approximately \$120 million

Can bond up to and in excess of \$5 million

More than 700 professionals in 50+ offices
throughout the United States

EFI Global has had a presence in Southern California since 2001 and maintains one of the largest staffs of California Division of Occupational Health and Safety Certified Asbestos Consultants (CACs) and Certified Site Surveillance Technicians (CSSTs); California Department of Public Health Certified Lead Inspector/Assessors (LI/As), Certified Lead-related Construction Sampling Technicians (LSTs), and Certified Lead Project Designers (LPDs); California Licensed Professional Geologists and Engineers (PGs, PEs); American Board of Industrial Hygienists Certified Industrial Hygienists (CIHs); and Certified Safety Professional (CSPs) in California. EFI Global's health and safety professionals have experience performing more than **12,000 asbestos**, lead and hazardous materials surveys, environmental site assessments, soil and groundwater testing, hazardous waste, and remediation system design services, for various types of projects throughout California, in the past five years alone.

As a comprehensive environmental compliance firm, EFI Global specializes in asbestos consulting, lead-based paint assessment, soil, concrete, and asphalt sampling, and air monitoring and consulting. EFI Global is well-versed in the management of asbestos projects, including developing project plans, consultation regarding asbestos issues and regulations, and the general management of larger-scale asbestos projects. EFI Global's CACs and CSSTs conduct numerous asbestos screenings, limited asbestos surveys, path of construction/pre-renovation asbestos surveys, and pre-demolition surveys per year. Our team conducts asbestos field monitoring including development of abatement work plans, abatement oversight, air monitoring, and/or clearance monitoring. We oversee safety precautions and methodologies, as prescribed by work plans, and ensure proper protocols for abatement are met to ensure safety during and after abatement of asbestos. We are experienced maintaining project files, including notifications; regulatory paperwork; daily employee exposure monitoring records; training records; and medical and respiratory certifications.

2.13 Proposer's Response to the RFP

A. Specialized Experience and Technical Competence of the Firm.

EFI Global is a full-service environmental and engineering firm, founded in 1971, specializing in Industrial Hygiene (IH) services, hazardous materials management and remediation, environmental spill response, biohazardous investigation and remediation, environmental and property condition due diligence, phase I/II/III environmental site assessments, fire investigation and soot assessment, and Specialty Consulting Services. We have grown over the years to become a recognized leader in environmental engineering consulting services. EFI Global is part of Sedgwick, an environmental and insurance claims company which operates in 60 countries throughout the world. EFI Global completes more than 21,000 projects annually, for utilities, infrastructure, commercial, industrial, institutional, insurance, government, public, and private entities.

With more than 5 decades of experience performing the services outlined in Exhibit B for clients in both the public and private sector, EFI Global is fully prepared to address the requirements needed for the City. Below is a comprehensive strategy designed to meet the needs outlined in this RFP.

Asbestos Management Services

EFI Global will provide Asbestos Management Services, which include thorough pre-renovation, pre-demolition asbestos investigations to provide information for proper planning and phasing of abatement or mitigation measures. EFI Global follows the EPA AHERA sampling protocols which is the state of the art for identification of number samples of each type of homogeneous material to be collected. The actual number of samples required can be reduced through use of existing data if it is of sufficient quality and reliability. We ensure that requirements of local Air Quality Management Districts are included in our site-specific sampling strategy. Abatement design measures encompass building occupancy and use issues, construction Critical Path needs, and overall project budget and schedule. Abatement Project Management emphasizes proper project documentation to verify work is performed in accordance with local, State and Federal regulations and to resolve occupant and building owner considerations.

Asbestos Sampling

The asbestos assessment will include the physical collection of suspect asbestos containing materials and the visual inspection and documentation of Universal Waste materials.

EFI Global will utilize DOSH, CACs, and CSSTs to conduct all asbestos inspections. All surveys will be conducted under the direct supervision of Senior Project Manager, Benjamin Curry, a state Certified Asbestos Consultant. The inspection teams will also wear appropriate personal protective equipment as identified in the project HASP.

EFI Global will first conduct a walk-through of each facility to visually identify suspect asbestos containing materials/asbestos-containing construction materials (ACMs/ACCMs). Suspect materials will be categorized into homogeneous areas (Has) (materials with the same appearance, texture, and installation date). When a suspect material has been identified, an optimal area will be selected from which to collect a sample. Bulk samples of asbestos-containing building material (ACBM) not previously or adequately sampled will be collected.

Using our own equipment, EFI Global will collect the sample and will do so in a manner that does not expose building occupants to suspect material release during the sampling process. Each sample will be sealed in a storage bag and labeled with a unique identifier. Samples will be documented by entering the sample data on a bulk sampling log, including a description of the material, unique sample number, location, condition, friability, potential for damage, hazard rating based on material condition and potential for damage, and quantity. The collection of samples for asbestos analysis will include the physical removal of the material from the substrates, and the analysis of the material by a 3rd party accredited laboratory (SGSFL/EMSL Analytical). Samples collected are anticipated to be approximately one (1) to two (2) square inches in size. Samples will be collected using hand tools, such as hammers, chisels, and utility knives.

The samples will be placed in airtight plastic bags or rigid plastic containers with screw tops and submitted to an accredited third-party laboratory for analysis. EFI Global will employ limited intrusive inspection techniques (including lifting carpeting, removing small sections of vinyl flooring, opening access panels, lifting lay-in ceiling panels, etc.) in an attempt to access suspect materials that may be enclosed beneath existing floor finishes, within wall cavities, above drop ceilings, etc. Where areas are inaccessible, EFI Global will rely upon client provided as-built drawings to identify and quantify suspect ACMs/ACCMs. Soft demolition activities such as saw cutting wall cavities, floor slabs, or chases, will be performed as requested by the City.

Suspect asbestos containing materials that will be sampled during the surveys include but are not limited to roofing materials, concrete materials, exterior stucco coatings, interior drywall or plaster walls, interior ceiling tiles, floor coverings (floor tiles, linoleum, carpet glue, etc.), thermal system insulation materials, ceramic tiles and mortar materials, construction adhesives / mastics, and fireproofing materials (sprayed-on or inside fire doors).

Immediately following the completion of the analytical services and receipt of laboratory results, EFI Global will prepare the Asbestos Inspection Reports. The reports will be prepared in accordance with 40 CFR Part 763, State and local regulations. EFI Global will utilize technical writers to draft the reports. The Senior Project Manager, Benjamin Curry, and Certified Industrial Hygienist (if necessary) will review each Inspection Report to ensure thoroughness and accuracy. All reports will be signed by a California Certified Asbestos Consultant and include certification numbers and expiration dates. EFI Global will collect asbestos bulk samples in accordance with SCAQMD Rule 1403 and AHERA regulations. The suspect building materials will be sampled using hand tools (e.g. safety utility knives, hammers, chisels, etc.), wet methods and appropriate personal protective equipment. The bulk samples will consist of small amounts of the suspect building materials, typically less than one (1) square inch in size. The suspect building materials will be lightly wetted with a spray bottle to control any dust released during sampling, and the areas will be wet wiped after the sample has been collected to clean up any existing dust/debris. The bulk samples will be placed in airtight plastic bags or rigid plastic containers with screw tops and submitted to an accredited laboratory for analysis.

Asbestos Friability Assessment

EFI Global will assess and document asbestos friability during inspections. Asbestos friability will not be determined by the laboratory. The ability of an ACM to release fibers is called its friability. The legal definition of friable ACM is an ACM “that can be crumbled, pulverized or reduced to powder by hand pressure when dry”. Examples of friable materials are drop-in ceiling panels, fireproofing, block insulation, and spray-applied acoustical. Some materials such as thermal system insulation wrapped in a jacket,

wallboard, and joint compound can be considered non-friable in their normal intact non-damaged state. However, these same materials can easily be rendered friable during a renovation, demolition, or when damage occurs through contact, vibration, air movement, and water contact. EFI Global technicians will inspect the condition of every suspect material and physically touch the material to test for friability at the time of the initial asbestos inspection and during any re-inspections. EFI Global technicians will also indicate the condition of the materials, if they have become damaged, and their potential for future damage.

Asbestos Analytical Test Results

EFI Global warrants that at a minimum, analytical laboratory reports will identify the following for each sample:

- Use of EPA 600/M4-82-020 Interim Method for the Determination of Asbestos in Bulk Insulation Samples complying with 40 CFR Part 763, Subpart E, Appendix E (formerly Subpart F, Appendix A).
 - SGSFL uses EPA 600/M4-82-020 Interim Method for the Determination of Asbestos in Bulk Insulation Samples and 600/R-93-116 Method for the Determination of Asbestos in Bulk Building Materials, in compliance with 40 CFR Part 763, Subpart E, Appendix E (formerly Subpart F, Appendix A). The NVLAP accreditation requires AHERA 40 CFR Part 763, Subpart E, Appendix E on the reports as well.
- NVLAP and ELAP accreditations (Both SGSFL and EMSL Labs have these accreditations).
- Each layer, related asbestos mineral(s) and percentage(s).
- Average (composite) asbestos percentage for all layers.
- Limit of quantization (in percent).
- Definition of “trace” when that term is used.
- Sample preparation technique and point counting when used.
- Lab reports must not include any friability assessment determined by the laboratory.

EPA-600/M4-82-020 Method Clarifications

EFI Global understands that bulk asbestos analysis must meet the following requirements for samples submitted on behalf of SCG, and will adhere to these requirements (as per EPA-600/M4-82-020 and EPA-600/R-93-116):

- Layer Analysis -- When discrete layers are identified in a sample, fibers shall be identified and quantified in each layer and each layer's thickness shall be determined. EFI Global shall use the asbestos content and thickness for each layer to calculate the asbestos content for the whole sample.
- Determining If Asbestos Is >1% -- When initial visual microscopic analysis identifies asbestos in a layer and estimates the asbestos content of that layer to be less than ten percent (<10%), 400-point counting must be performed for each such layer in a manner so that asbestos content at or above one percent (1%) is quantified. This will enable classification of Asbestos-Containing Material (ACM).
- Determining If Asbestos Is >0.1% -- When 400-point counting indicates asbestos content is less than 1%, 1000 point counting with any necessary sample reduction must be performed for each layer so that asbestos content at or above one tenth of one percent (0.1 %) is quantified. This will enable classification of Asbestos-Containing Construction Material (ACCM).

EFI Global has performed similar services for various contracts and clients. Please see Section D, Past Performance, for contracts held and project examples.

The proposal's acceptance of the Exhibit B Scope of Work and City's General Terms and Provisions.

Please see below for EFI Global's proposed changes to the City's General Terms and Provisions.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, excluding the subcontract, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine exclusively for City (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For as additional compensation, Contractor

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or negligence or willful misconduct in the performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

General Contract Terms and Provisions
Revised: January 16, 2030
OCA Document No. 1685454_2

Page 11 of 21

Kerri McBride
EFI's subcontractor agreements are confidential and subcontracts are not generally specific to one client.

Reply

Kerri McBride
This is to protect Contractor's rights in its underlying IP.

Reply

Kerri McBride
These changes are made so Contractor will be responsible for its errors in its performance, but should not be required to indemnify if it was acting in accordance with the terms of the Agreement.

August 25, 2024, 12:38 PM

Reply

Kerri McBride
Modifications to this section are made to reflect EFI Global, Inc.'s risk management program and insurance policy language.

Reply

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits ~~no less than of~~ \$1,000,000 per occurrence ~~and a 2,000,000 aggregate limit~~. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit ~~no less than of~~ \$1,000,000 combined single limit per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of ~~no less than~~ \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant's profession, with limit ~~no less than of~~ \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

~~If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.~~

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be ~~covered~~ included as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's Commercial General Liability and Automobile Liability insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self- insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance to the extent permitted by law. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of ~~whether or not~~ the City has received a waiver of subrogation endorsement from the insurer.

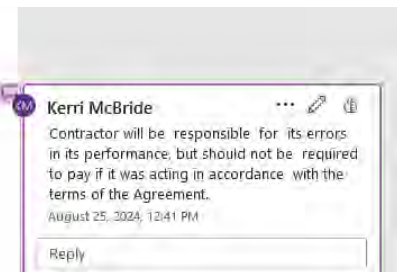
7.3 Self Insured Retentions. ~~Intentionally omitted Self insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self insured retention may be satisfied by either the named insured or City.~~

7.5 Verification of Coverage. Contractor shall furnish City with ~~original~~ certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements

7.8 Excess Insurance. ~~All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements. Intentionally Omitted.~~

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to ~~the negligent acts or omissions or willful misconduct of~~ Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.



B. Strength of Key Personnel and Commitment to the Project Staffing Plan.

EFI Global's team of highly qualified and experienced professionals is eager to accept the challenge of providing the City with the required services to assure the successful completion of projects under this contract. We are committed to providing the City with excellent service that is ready to begin immediately upon contract award. As an industry leader with a reputation built upon meeting and exceeding expectations, we are committed to building strong, mutually beneficial, long-term relationships with each of our clients. EFI Global's key environmental professionals have excellent working relationships with regulatory agencies and have in-depth regulatory knowledge. In addition to public agencies, our professionals also have considerable experience with environmental challenges and compliance issues facing most industries.

EFI Global assures the City that we have the staff size, skills, and financial resources to properly serve your environmental engineering needs. EFI Global has the organizational structure and available staff in place to accommodate any workload and meet deliverable schedules. We will ensure successful project outcomes with clear and timely communication throughout every phase of each project. EFI Global's project team members have been carefully selected to meet the project requirements of experience and work approach to achieve the City's vision for this contract.

Each member of our multi-disciplinary team was selected for his or her technical proficiency, in-depth industry and local knowledge, and commitment to professional integrity. Together, our diverse backgrounds and collective insights empower clients to make better-informed business decisions. This expertise coupled with extensive nationwide office coverage, has earned the firm a reputation for delivering timely responses that consistently meets our clients' expectations — anytime, anywhere.

Benjamin Curry, CAC, LI/A, LS, will serve as **Contract Manager and Senior Project Manager** and will be the **primary point-of-contact for the City** for the duration of this contract. Mr. Curry will be responsible for the successful completion of all project tasks assigned by the City. Additionally, **Michael Pinkerton, CAC, LI/A, HAZ**, an experienced environmental professional with more than 10 years of work experience will serve as a Project Manager for all City's projects.

Benjamin Curry, CAC, LI/A, LS, is an experienced environmental professional with over twenty years of experience in the environmental and construction fields. Mr. Curry is a California DOSH Certified Asbestos Consultant (CAC No. 09-4549) and a California DPH Lead Inspector/Risk Assessor/Supervisor (LI/A, LS No. 20747). He has provided compliance regarding various ASTM Standards as well as State and Federal regulations to private, state, and federal clients. His duties include preparing project cost estimates, management of a variety of industrial hygiene and construction related projects, the management of client contracts, project management staff and development of work protocols. Mr. Curry has surveyed hundreds of facilities for reporting requirements under EPA AHERA and NESHAPS. He regularly conducts and supervises various industrial hygiene assessments, project design, contractor oversight and clearance sampling for asbestos, lead, water intrusion and excavation projects. In addition, Mr. Curry's has experience performing metals, volatile organic compound and hydrocarbon sampling, employee exposure assessments to a variety of chemical constituents, Property Condition Assessments, Phase I Environmental Site Assessments, and other limited due diligence reports. Mr. Curry currently manages the Los Angeles Environmental Health and Safety Department, overseeing a team of Project and Contract Management Professionals and Environmental Technicians.

Mr. Curry will assure EFI Global has the team and equipment necessary throughout the duration of the contract and will be responsible for the review of all documents prior to submitting to the City. This review

will ensure that task requirements have been adequately addressed and that appropriate technical standards have been met. He will ensure that all deliverables meet applicable and contractual requirements.

Michael Pinkerton, CAC, HAZ is an experienced environmental professional with more than 10 years of work experience in both California and New Jersey as a certified asbestos building inspector, asbestos safety technician (AST), certified asbestos consultant (CAC), and a radon measurement technician. Mr. Pinkerton has surveyed more than 250 facilities for reporting requirements under EPA AHERA and NESHAPS. Mr. Pinkerton has supervised and managed more than 50 non-friable and NJAC 5:23-8 (Subchapter 8) New Jersey State regulated friable asbestos abatements. He has managed and conducted more than 350 indoor environmental quality assessments for mold and moisture as well as sewer related bacteria, allergens, and odors.

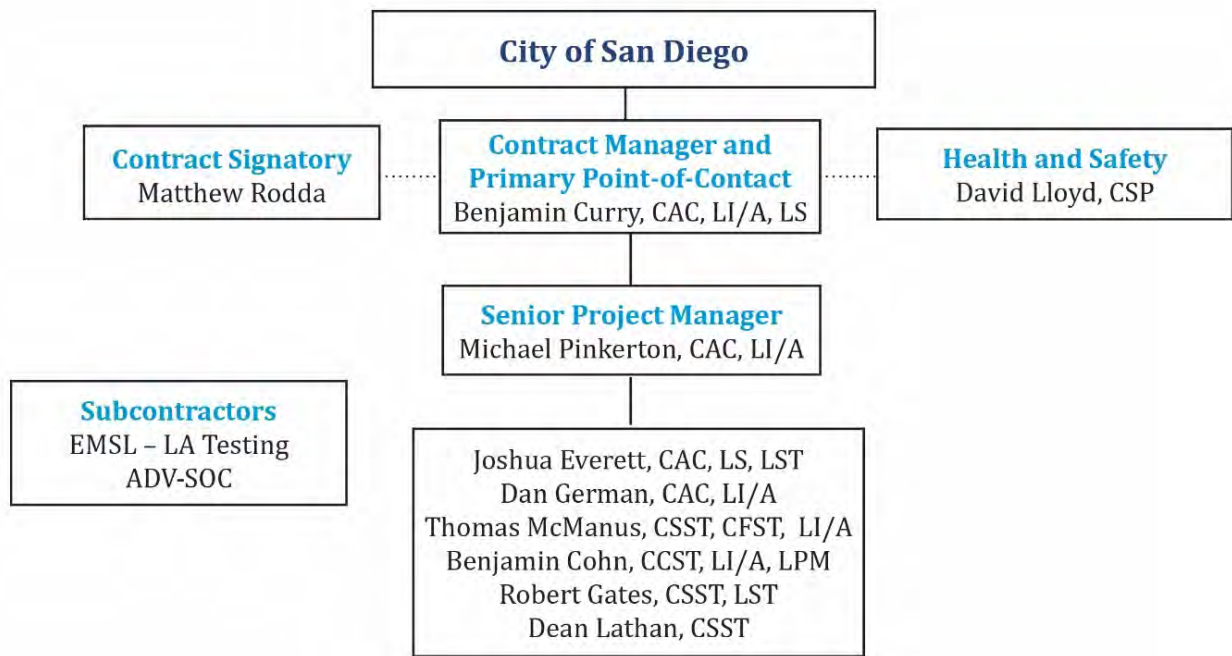
EFI Global takes pride in being a short-notice and rapid response service provider, with professional staff located within the City of San Diego, as well as corporate and home office locations located throughout Southern California. Our team dedicated to the City affords us the resources and flexibility to respond to the City's requests during off hours and on an emergency basis as well as times when scheduled services are needed during off hours, including nighttime and weekends, due to work schedules. **Should emergency services be required, Benjamin Curry, CAC, LI/A, LS, – Contract Manager and Senior Project Manager**, will coordinate work schedules to ensure that someone is available to the City 24 hours a day, seven days a week by both mobile telephone and electronic communication to ensure no lapse in the on-call availability for the City.

EFI Global's Inglewood office **located at 317 South Isis Avenue, Suite 207, Inglewood, California 90301** will support this contract. In addition, the below California offices will be available to assist as needed. EFI Global assures the City that we have the staff size, skills, and financial resources to properly serve your environmental engineering needs. EFI Global has the organizational structure and available staff in place to accommodate any workload and meet deliverable schedules. We will ensure successful project outcomes with clear and timely communication throughout every phase of each project. EFI Global's project team members have been carefully selected to meet the project requirements of experience and work approach to achieve the City's vision for this contract.

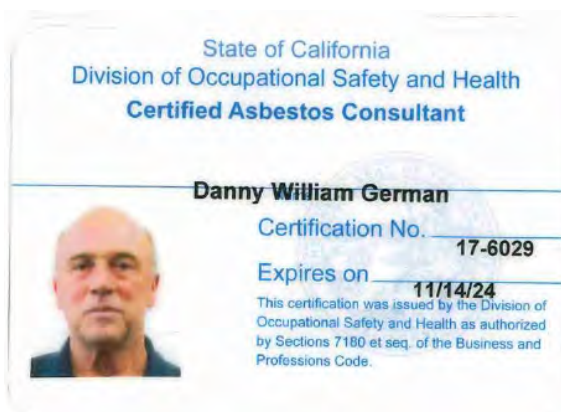
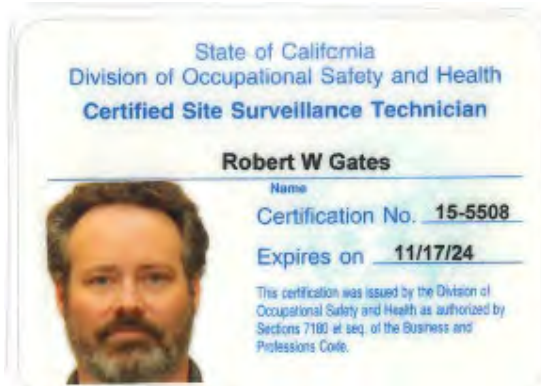
Proposed Team

EFI Global's 60+ member Southern California environmental team will dedicate four (4) Certified Asbestos Consultants (CACs), four (4) Certified Site Surveillance Technicians (CSSTs), one (1) Lead Supervisor, five (5) Lead Inspector/Assessors (LI/As), and two (2) Lead Sampling Technicians (LSTs) to service the City's contract.

See below for an organizational chart outlining EFI Global's proposed team.



Please see below the following page for licenses and certifications of EFI Global's proposed team.



STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:	CERTIFICATE TYPE:	NUMBER:	EXPIRATION DATE:
 Benjamin Curry	Lead Inspector/Assessor Lead Supervisor	LRC-00000208 LRC-00000207	4/5/2025 4/5/2025

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:	CERTIFICATE TYPE:	NUMBER:	EXPIRATION DATE:
 Michael Pinkerton	Lead Inspector/Assessor	LRC-00003397	1/10/2025

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:	CERTIFICATE TYPE:	NUMBER:	EXPIRATION DATE:
 Thomas McManus	Lead Inspector/Assessor	LRC-00009504	12/3/2024

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:	CERTIFICATE TYPE:	NUMBER:	EXPIRATION DATE:
 Joshua Everett	Lead Supervisor Lead Sampling Technician	LRC-00000837 LRC-00011083	5/15/2025 4/12/2025

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:	CERTIFICATE TYPE:	NUMBER:	EXPIRATION DATE:
 Benjamin Cohn	Lead Inspector/Assessor Lead Project Monitor	LRC-00002368 LRC-00002367	10/24/2025 10/24/2025

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:	CERTIFICATE TYPE:	NUMBER:	EXPIRATION DATE:
 Robert Gates	Lead Sampling Technician	LRC-00003317	11/16/2024

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD



Whereas it is the purpose of this organization to give professional recognition to properly qualified persons, therefore we, the Board of Trustees of Micro, have conferred upon

Michael Pinkerton

the designation of
Certified Mold Inspector - CMI

Having fulfilled the conditions of eligibility, this person is hereby awarded this certificate of completion, with all rights and privileges pertaining thereto. In witness whereof we have set our hands and caused the seal of Micro to be affixed at Redmond, WA on this 28th day of July, 2020.
CMI - #R3979

Robert W. Edner
President



**American Council for
Accredited Certification**

hereby certifies that

Thomas McManus

has met all the specific standards and qualifications of the re-certification process, including continued professional development, and is hereby re-certified as a

CFST

**Council-certified Fire and Smoke
Damage Technician**

This certificate expires on March 31, 2026.

Charles F. Wiles
Charles F. Wiles, Executive Director

2200011
Certificate Number

This certificate remains the property of the American Council for Accredited Certification.

Certificate Of Completion

Asbestos Contractor/Supervisor Refresher Course

DOSH #:CA-015-04
Benjamin Curry

ASR1208230027N35333

John Daly

Principal Instructor

Michael W. Horner

Training Director

12/8/2023

Course Start Date

12/8/2023

Course End Date

12/8/2023

Exam Date

12/8/2024

Expiration Date

This course satisfies the education requirements for Asbestos accreditation under the Toxic Substances Control Act, Title II. This course has been approved by the Department of Industrial Relations, Division of Occupational Safety and Health of the State of California



NATEC International, Inc.
National Association of Training and Environmental Consulting

1100 Technology Circle, Suite A, Anaheim, CA 92805 • www.natecintl.com • 800-969-3228



Certificate Of Completion

Asbestos Building Inspector Refresher Course

DOSH #:CA-015-06
Benjamin Curry
ABIR1207230003N35242

John Daly

Principal Instructor

Michael W. Horner
Training Director

12/7/2023

Course Start Date

12/7/2023

Course End Date

12/7/2023

Exam Date

12/7/2024

Expiration Date

This course satisfies the education requirements for Asbestos accreditation under the Toxic Substances Control Act, Title II. This course has been approved by the Department of Industrial Relations, Division of Occupational Safety and Health of the State of California



NATEC International, Inc.
National Association of Training and Environmental Consulting

1100 Technology Circle, Suite A, Anaheim, CA 92805 • www.natecintl.com • 800-969-3228



Certificate Of Completion

Asbestos Project Designer Refresher Course

DOSH #:CA-015-10
Benjamin Curry
APDR1206230002N35424

Norm Kramer

Principal Instructor

Michael W. Horner
Training Director

12/6/2023

Course Start Date

12/6/2023

Course End Date

12/6/2023

Exam Date

12/6/2024

Expiration Date

This course satisfies the education requirements for Asbestos accreditation under the Toxic Substances Control Act, Title II. This course has been approved by the Department of Industrial Relations, Division of Occupational Safety and Health of the State of California



NATEC International, Inc.
National Association of Training and Environmental Consulting

1100 Technology Circle, Suite A, Anaheim, CA 92805 • www.natecintl.com • 800-969-3228



Certificate Of Completion

Asbestos Management Planner Refresher Course

DOSH #:CA-015-08
Benjamin Curry
AMPR1207230001N35372

John Daly

Principal Instructor

Michael W. Horner
Training Director

12/7/2023

Course Start Date

12/7/2023

Course End Date

12/7/2023

Exam Date

12/7/2024

Expiration Date

This course satisfies the education requirements for Asbestos accreditation under the Toxic Substances Control Act, Title II. This course has been approved by the Department of Industrial Relations, Division of Occupational Safety and Health of the State of California



NATEC International, Inc.
National Association of Training and Environmental Consulting

1100 Technology Circle, Suite A, Anaheim, CA 92805 • www.natecintl.com • 800-969-3228



Subcontractors

Although EFI Global will self-perform many of the services required by this contract, we have also assembled a uniquely qualified and talented team of subcontractors to effectively augment project needs. Our strategy is to utilize teaming partners that EFI Global has worked with in the past and that have experience providing services to and within the City of Riverside. By doing this, the City benefits from the experience gained from working together on numerous diverse, fast-paced projects. The subcontractors and the services they will provide are listed below. Any additional specialized subcontractors not listed below will be discussed with and approved by the City manager prior to engaging their services.

ADV-SOC, Inc. (ADV) is a team of geologists, engineers, environmental scientists, and consultants who are committed to providing government agencies and contractors with the necessary experience, qualifications & capabilities to determine solutions to a variety of environmental challenges. ADV-SOC is a SB/DVBE/DBE/SLVE/ELBE.

Founded in 2012 by Retired Veteran (United States Navy), ADV-SOC exists to provide the engineering, geology, environmental science, and other technical support necessary to successfully complete public-sector projects that restore the environment and protect communities. ADV-SOC specializes in staffing; data base management; asbestos surveys, O&M plans and abatement management and oversight; grant writing; emissions testing; environmental protection plan development and implementation; hazardous materials, water investigations and remediation; industrial wastewater treatment; lead-based paint surveys and abatement management and oversight; P.E.-Certified Hazardous Waste Tank Systems Inspections; Phase I & Phase II ESA's (Soil & Groundwater Sampling/Analysis/Reporting); Project Management Support (Data QA/QC, Field Investigations, Tech Report Writing); Regulatory Compliance & Permitting CEQA/NEPA; Remedial Systems Design/Engineering; Soil & Water Sample Collection and Analysis; Soil Vapor Surveys; Spill Prevention Controls & Countermeasures Plan Preparation; Stormwater Sampling, Compliance & Reporting; Vapor Intrusion Health Risk Assessments & Mitigation; Waste Minimization and Management; Well Drilling, Redevelopment, Repair & Closure

Laboratory Partner: EFI Global's Laboratory partner is EMSL/LA Testing. They specialize in the environmental analysis of soil, water, and air samples. Their chemists have extensive experience performing environmental analytical testing. The included subcontract laboratories are part of EFI Global's national subcontractor account program, and thus, EFI Global's regional offices uses them for most of our laboratory testing needs.

EMSL has consistently met deliverable deadlines and has the capacity to provide the required analytical testing services required by various project types. All of the analytical methods used are United States Environmental Protection Agency (EPA) approved. Their Quality Systems are designed to provide analytical data that is scientifically sound, legally defensible and meets the data quality objectives for specific projects in a cost-effective manner. Their facility and quality programs are audited annually by multiple agencies which enables them to keep up with requirements and changes to compliance programs in real time.

C. Proposed Method to Accomplish the Work.

EFI Global employs a systematic approach to project controls, which ensures that our projects are delivered on time and within budget, and our clients always know the status of the work. The Senior Project Manager is responsible for project controls. EFI Global tracks information on hours billed by staff personnel and other charges to the project. Details of project accounting are available to project managers daily. This regular feedback assists the Project Manager in allocating resources wisely and maintaining budget compliance. EFI Global departments also hold regular meetings which allows all of the company's project managers to identify areas where additional staff help is required and allows us to adjust as necessary to cover shortfalls.

EFI Global has a more than 700 professionals practicing in 42 offices nationwide, including five California offices to support the City.

EFI Global's Inglewood office [located at 317 South Isis Avenue, Suite 207, Inglewood, California 90301](#) will support this contract. In addition, the below California offices will be available to assist as needed.

Bakersfield	Colton	Rocklin	Sacramento
5329 Office Center Court Suite 229 Bakersfield, California 93309	2275 La Crosse Ave, Suite 210 Colton, California 92324	555 Menlo Drive, Suite D Rocklin, California 95765	1172 National Drive, Suite 100 Sacramento, California 95834

EFI Global consistently and successfully completes projects on time, and within budget. Accordingly, we are confident in our ability to propose aggressive, and achievable, project schedules for each assignment.

Clear Lines of Communication and Delivery Schedule: Mr. Curry will serve as the City's single-point-of-contact. EFI Global will always work hand in hand with the City to achieve all project goals and objectives. We begin by establishing communication with the City's representatives, to exchange all contact information with our staff, to ensure any emergency response needs will be able to be rapidly accommodated.

Upon Notice to Proceed, Mr. Curry will finalize the proposed Service Delivery Schedule (with input from the City) and will ensure that the project is performed and delivered on time. Project milestones are established with specific due dates to track the job progress. Weekly meetings are held to confirm the project status and promised timelines.

Kickoff Meeting and Project Memorandum: Immediately upon Notice to Proceed, EFI Global will schedule a kickoff meeting with the City staff to ensure full understanding of the scope and deliverables, brief EFI Global's Quality Management Plan, Work Plan, confirm logistics, and outline key immediate coordination requirements. A Project Memorandum is prepared to summarize the project objectives, scope of work, schedule, budget, and deliverables. The Project Memorandum is distributed to all project team members in order to accomplish key project objectives before work starts.

Project Meetings: A weekly meeting will identify key actions from the past week, impressions, coordination challenges, and include a rolling 2-week schedule for forthcoming weeks. Deliverable Coordination Meetings will provide the City with a draft table of contents for the proposed deliverable. The intent is to ensure full collaboration on the deliverable content.

Deliverables/Written Reports: Because of EFI Global’s intensive quality assurance, quality control process, our written reports are thorough, complete, and technically accurate, which has resulted in EFI Global’s excellent reputation with regulatory agencies. Our final reports are prepared and signed by the appropriate certified or licensed individual and comply with all regulatory requirements of local, state, and federal laws and also includes executive summary, introduction, description of the facility/project site, analysis with chain of custody and conclusion data, photos and field notes, recommendations. Not only are we able to fast-track permits and approvals, but we are also able to expedite red-flag issues with lower cost solutions for our clients, upon successful negotiations with regulatory agencies.

Staffing Resources: EFI Global will dedicate a staff of licensed, certified, and experienced to this project scope of work. **As with any high priority or fast-tracked project, EFI Global will reschedule, postpone, or reassign previously scheduled work, if necessary, thereby freeing up staff for immediate assignment to the City’s project.** EFI Global uses project management scheduling software to maximize staff efficiency and response to clients.

QA/QC Plan: EFI Global’s organizational and management approach will promote the highest quality work possible. We operate under a management framework that uses a Quality Control Manual that sets the requirements and requires a QA/QC plan to be prepared at the outset of every project where work plans and deliverables are reviewed by a senior professional prior to submittal. EFI Global has an established Quality Control Plan to assure that the City consistently receive a high level of service throughout the term of the contract which includes a method of monitoring to ensure that contract requirements are being met and a record of all inspections (will be provided to the City upon request) conducted by EFI Global, including any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.

The Contract Manager, reviews and approves each of the stages as the project progresses and is responsible for coordination of design disciplines, complying with program requirements, and conformance with federal, state, and local applicable code requirements. All EFI Global projects are directed, reviewed, and approved by licensed, certified Principal–level staff. EFI Global’s internal certification program requires that a candidate demonstrate extensive professional experience, leadership ability, and technical competence within a chosen discipline. EFI Global professionals participate in regular certification training programs to meet the requirements of the California Division of Occupational Health and Safety and Department of Public Health.

The following example schedule provides the projected project duration and milestones on a “per project” basis:

TASK	START DAY #	END DAY #	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
			M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
ASBESTOS SURVEY																	
Notice to Proceed	1	1															
Field Review, Sampling, and Testing	2	5															
Laboratory Analysis	5	8															
Preliminary Report (in parallel with laboratory analysis)	5	10															
Report Review	10	12															
Final Report to the County	13	14															
LEAD-BASED PAINT SURVEY																	
Notice to Proceed	1	1															
Field Review, Sampling, and Testing	2	5															
Laboratory Analysis	5	8															
Preliminary Report (in parallel with laboratory analysis)	5	10															
Report Review	10	12															
Final Report to the County	13	14															
INDOOR AIR QUALITY & MOLD/FUNGUS SURVEY																	
Notice to Proceed	1	1															
Field Review, Sampling, and Testing	2	5															
Laboratory Analysis	5	8															
Preliminary Report (in parallel with laboratory analysis)	5	10															
Report Review	10	12															
Final Report to the County	13	14															

D. Past Performance

EFI Global's environmental professionals have worked on numerous projects for public agencies involving multiple municipal regulations and permitting requirements. We have provided clients with the utmost in quality deliverables through longstanding work histories, provision of expedient, cost-effective, and high-quality deliverables. As a result, we have successfully managed more than 40 on-call contracts in California in the past five years alone.

Cities:

- City of Riverside
- City of Anaheim
- City of Los Angeles
- City of Commerce
- City of Ontario
- City of San Jose
- City of Santa Monica
- City of Thousand Oaks

Housing Authorities:

- Community Development Commission of the County of Los Angeles Housing Authority
- County of Los Angeles Development Authority
- Housing Authority of the County of Santa Clara
- County of Alameda Healthy Homes
- Housing Authority of the City of Los Angeles
- SRO Housing Corporation

Public Agencies:

- County of Riverside Facilities Management
- Western Riverside County Regional Conservation Authority
- Riverside County Transportation Commission
- California Department of Corrections and Rehabilitation
- California High Speed Rail Authority
- County of Los Angeles Department of Public Works
- California Department of Education
- California State Lottery
- County of Los Angeles, Department of Recreation and Parks
- California Department of General Services
- City and County of San Francisco Airport
- Kern County Superintendent of Schools
- California Department of Mental Health
- City County Port of San Diego
- Los Angeles Community College District
- California Department of Motor Vehicles
- City of San Bernardino Unified School District
- Los Angeles Unified School District
- California Department of Toxic Substances Control
- Community & Development Commission of the County of Los Angeles
- Los Angeles World Airport
- California Department of Transportation
- County of Alameda
- Orange County Public Works
- California Department of Veteran Affairs
- County of Kern Public Works
- SEMPRA – San Diego Gas and Electric
- California Department of Water Resources
- County of Los Angeles METRO
- SEMPRA – Southern California Gas and Electric

Exide Facility Decommissioning – Baseline Lead-Dust Sampling, Pre-Demolition Hazardous Materials Assessments, Abatement Monitoring and Clearances

May 2022 – June 2024 / Contract Value: \$95,000

National Engineering & Consulting Group (NEC) performed abatement and demolition of the remaining ancillary structures on the Exide battery recycling plant property in several separate phases under regulatory oversight of the California Department of Toxic Substances Control (DTSC). Due to the historical use of the property, EFI Global was contracted to perform preliminary dust wipe sampling of the interior and exterior surfaces of each structure to establish background lead concentrations onsite in an effort to determine how the otherwise unregulated demolition debris may need to be handled and disposed.

EFI Global also conducted Pre-Demolition Hazardous Materials Assessments on each of the structures to determine asbestos, lead, polychlorinated biphenyl (PCB) and mercury content of the building components and fixtures. Based on the findings of the assessment EFI Global also developed South Coast Air Quality Management District (SCAQMD) approved Procedure 5 abatement and decontamination workplans addressing the disturbed asbestos containing materials identified onsite.

Prior to demolition activities conducted by American Integrated Services, the structures were abated for asbestos containing materials, stabilization of lead-based paint and removal of mercury containing bulbs and switches by American Integrated Resources. During this phase of work, EFI Global provided contractor oversight, perimeter air monitoring and clearances of all regulated work areas.

The first phase of abatement work was conducted between June 23 and July 10, 2023, on five separate structures. Following the completion of this phase of work, EFI Global provided continued project support completing Pre-Demolition Hazardous Materials Assessments on another nine structures at the facility in January and February of 2024, with subsequent abatement monitoring and clearances throughout July 2024.

Hensel Phelps Delta Skyway Terminals 2 & 3 Modernization Program – Pre-Demolition Hazardous Materials Assessments, Abatement Monitoring, Area Air Monitoring

March 2019 – July 2024 / Contract Value: \$3,900,000

Delta Airlines embarked on a \$2.3 billion modernization of its Los Angeles International Airport facilities to design and renovate gate areas, support space and other amenities for passengers; upgrade the baggage handling systems in the terminals; and the relocation airlines that were previously located in Terminals 2 and 3.

EFI Global provided project management and coordinated with Hensel Phelps and subcontractors regarding industrial hygiene concerns and hazardous material assessments during the Delta Air Line Skyway Project. Both terminals required extensive renovations and partial demolition, and EFI provided comprehensive Pre-Demolition Hazardous Materials Assessments of both Terminals. EFI Global also provided extensive around the clock daily air monitoring for a few years in areas that were adjacent to public, and tenant occupied spaces. Air monitoring in areas open to other trades, tenants and the public were conducted during abatement, demolition and construction activities. The scope of the industrial hygiene air monitoring services during this project included sampling for total particulates, respirable crystalline silica, volatile organic compounds, welding fumes, lead, asbestos, PCBs, mold and bacteria. The development of numerous South Coast Air Quality Management District (SCAQMD) Procedure 5 workplans were necessary to address areas where asbestos disturbance/contamination were discovered or below grade abatement would be required. The EFI Global team provided a quick response with close contractor oversight to ensure

regulatory compliance and tight project schedules were adhered to. EFI Global also conducted soil sampling for potential hydrocarbon, metals and solvent contamination beneath airfield tarmac prior to excavation activities for purposes of building footings, underground jet-fuel pipeline or tank removal and relocation.

EFI Global conducted around the clock air monitoring at several work areas in Terminals 2 and 3. During the course of this extensive project, EFI Global has drafted PCB abatement workplans, exposure monitoring for PCBs and lead, waste characterization analysis as well as the development of remediation protocols to address mold and water intrusion impacts. Due to the acceleration of the project schedule, EFI had to provide multiple technicians for 12 hour shifts six days per week to monitor and clear the multiple regulated work areas.

Close coordination with the construction management team and other stakeholders over a significant period of time was required to ensure successful completion of various phases of this large and complex project. Several unique challenges were encountered and overcome throughout this project including the management of dozens of change orders, coordination with multiple project management teams and providing around the clock staffing. Much of the initial hazardous materials assessment was performed on double-shifts and off-hours as work areas became accessible. Furthermore, strict airport security measures were in effect at all times, including security clearances and registration for staff, inventory tracking of tools in controlled areas, and compliance with airport and FAA security requirements.

Los Angeles World Airports, LINXS, Automated People Mover Station 3 & 4

January – October 2023 / Contract Value: \$80,000

EFI Global provided assistance to LINXS, the general contractor building the automated people mover (APM) system at LAX and their remediation subcontractor, Matrix Environmental, following multiple heavy rain events impacting a six-story train station currently under construction. The contractor required multiple comprehensive assessments following various rain events, direction regarding impacted materials and post remediation verification assessments to provide LAWA with proof that the impacts have been properly addressed.

EFI Global provided comprehensive remediation protocols following assessments and significant destructive investigation of areas suspected to have been impacted. The assessments included the use of FLIR infrared cameras and moisture meters to locate impacted materials as well as color coded structural plans that were marked up in the field on iPads to provide the contractor with rapid direction. Due to the unanticipated impact these water losses had on the project schedule, Matrix had multiple crews working around the clock to correct the issues and EFI had a dedicated team to provide rapid site inspections to release the work area to other trades. This project had some evolving challenges, due in part to multiple rain events that followed the first phase of remediation due to design challenges associated with the roofing system.

Once the construction of the building envelope was completed and remediation work had been finalized, a comprehensive site diagram documenting all remediation work and post verification assessments of each regulated work area were provided as part of a larger closeout package the contractor provided to ownership to resolve deficiency notices associated with the water damage.

City of Santa Monica Respirable Silica Assessments

March 2022 / Contract Value: \$10,000

The City of Santa Monica engaged EFI Global to conduct respirable silica air sampling along the fence lines demarcating the work areas from public spaces during concrete cutting and demolition activities. The

purpose of the sampling was to conduct periodic perimeter monitoring to determine if dust engineering controls were functioning as designed at to understand what the airborne crystalline silica concentrations were within the work areas during various dust generating work activities.

EFI Global had each of the air samples analyzed for all three species of crystalline silica and also conducted particulate monitoring with data logging instruments throughout the work shift. The projects were managed, and data evaluated by a Certified Industrial Hygienist that worked directly with the City. All laboratory analysis of area air samples and personnel air samples during heavy dust generating activities indicated that dust controls were functioning as designed and respirable crystalline silica concentrations were well below regulatory thresholds.

Please see below for a list of EFI Global's references.

Client Reference 1:

Kevin Sharp, Senior Project Construction Manager
Housing Authority of the City of Los Angeles
2500 Wilshire Blvd, Los Angeles, CA 90057
Phone: 213.407.0545 | kevin.sharp@hacla.org

Client Reference 2:

Benjamin Swanson, Project Manager
Hensel Phelps
480.688.5704 | Brswanon2@henselphelps.com

Client Reference 3:

Sheryn Smay, Supervising Real Property Agent
City of Riverside
3900 Main Street, Riverside, CA 92522
P: 951.826.5343 | ssmay@riversideca.gov

Tab C - Cost/Price Proposal.

Please see the following page for EFI Global's Cost/Price Proposal.