

ORIGINAL

CONTRACT RESULTING FROM INVITATION TO BID NUMBER 10090018-23-J, Carbon Product Removal & Replacement for the Public Utilities Department

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful bidder to Invitation to Bid (ITB) # 10090018-23-J, Carbon Product Removal & Replacement for the Public Utilities Department (Contractor).

RECITALS

On or about 6/27/2023, City issued an ITB to prospective bidders on goods and services to be provided to the City. The ITB and any addenda and exhibits thereto are collectively referred to as the "ITB." The ITB is attached hereto as Exhibit A.

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

City wishes to retain Contractor to remove and replace spent carbon from carbon towers at wastewater treatment facilities as further described in the Scope of Work, attached hereto as Exhibit B. (Goods and Services).

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

ARTICLE I CONTRACTOR SERVICES

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

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

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. 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 Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$3,602,793.59.

ARTICLE IV WAGE REQUIREMENTS

4.1 By submitting a response to this ITB, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

ARTICLE V CONTRACT DOCUMENTS

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

5.2 Contract Interpretation. The Contract Documents completely describe the goods and services to be provided. Contractor will provide any goods and 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 goods and 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 document highest in the order of precedence controls. 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 The Contract
- 2nd The ITB and the City's written acceptance of any exceptions or clarifications to the ITB, if any
- 3rd Contractor'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 Contractor and another public agency.

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

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Carbon Activated Corporation

BY:

Bidder



2250 S. Central Ave.

Print Name: Claudia Abarca

Street Address

Director

Compton, CA 90220

Purchasing & Contracting Department

City

Jun 25, 2024

310-885-4555

Date Signed

Telephone No.

anash@activatedcarbon.com

E-Mail

BY:



Anne Nash (Mar 5, 2024 15:46 PST)

Signature of Bidder's Authorized Representative

Approved as to form this 25 day of

June

, 20 24

MARA W. ELLIOTT, City Attorney

Anne Nash

Print Name

BY: 

Justin Stanek (Jun 25, 2024 14:34 PDT)

Deputy City Attorney

General Counsel, Secretary & SVP

Title

Mar 5, 2024

Date

EXHIBIT A
INSTRUCTIONS AND BID REQUIREMENTS

A. BID SUBMISSION

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

1.1 Reserved.

1.2 Paper Bids. The City will accept paper bids in lieu of eBids. Paper bids 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 bids will not be accepted.

1.3 Bid Due Date. Bids must be submitted prior to the Closing Date indicated in the eBidding System. E-mailed and/or faxed bids will not be accepted.

1.4 Pre-Bid Conference. Pre-bid conference information is noted on the eBidding System.

1.4.1 Bidders are required to attend the pre-bid conference. Bidder's failure to attend will result in disqualification.

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 bidders who are on record as having received this ITB via its eBidding System. No oral communications can be relied upon for this ITB. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this ITB.

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

2. 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 bidder, if any. The bidder must present written factual or legal justification for any exception requested to the Scope of Work, Contract, or

the Exhibits. 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 bidder's exceptions, reject bidder's exceptions and deem the bid non-responsive, or award the Contract without bidder's proposed exceptions.

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 Living Wage Ordinance Certification of Compliance.

2.6 Licenses as required in Exhibit B.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved

2.10 Reserved

2.11 One copy of the safety data sheet (SDS) for each product bid. Only those products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

3. **Bid Review.** Bidders are responsible for carefully examining the ITB, the Scope of Work, this Contract, and all documents incorporated into the Contract by reference before submitting a bid. If selected for award of contract, bidder shall be bound by same unless the City has accepted bidder's exceptions, if any, in writing.

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

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 bidder to an adjustment in the unit price or any additional compensation.

6. **Quality.** Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 **Items Offered.** Bidder shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the bid.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Bidder may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the bidder offers an item of a manufacturer or vendor other than that specified, the bidder must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the bidder's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

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

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

7.2 Bid Modification or Withdrawal of Bid After Bid Opening. Any bidder who seeks to modify or withdraw a bid because of the bidder's inadvertent computational error affecting the bid price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The bidder 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 bidder to prove the inadvertent error. If, as a result of a bid modification, the bidder is no longer the apparent successful bidder, the City will award to the newly established apparent successful bidder. The City's decision is final.

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

9. Public Records. By submitting a bid, the bidder acknowledges that any information submitted in response to this ITB 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 bidder 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 bidder 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 bidder 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 bidder does not provide a specific and detailed legal basis for requesting the City to withhold bidder's confidential or proprietary

information at the time of bid submittal, City will release the information as required by the CPRA and bidder will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the bidder's obligation to defend, at bidder'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 bidder's request. Furthermore, the bidder 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 bidder's request. Nothing in the Contract resulting from this bid creates any obligation on the part of the City to notify the bidder or obtain the bidder's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access bidder'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 ITB.

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 bids.

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

4. Unit Price. Unless the bidder 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 bid, 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. BID OPENING. All bids will be opened at, or immediately after, the time noticed for the bid opening in a location that is open to the public. No bidder or interested person will be excluded from the bid opening. Where no member of the public is in attendance, at least one City officer or employee, in addition to the City employee opening the bids, will be present. Bid results will be announced in the presence of those attending. The name of the project will be audibly announced to those present followed by the name of the bidder, the name of the surety, the amount of the bond, if required, and the total amounts or unit amounts bid. Any person present shall have the right to ask the announcements be repeated or to ask that

omitted data be supplied. Such requests will be honored to the extent they do not unreasonably delay or interfere with the bid opening procedure, as determined at the sole discretion of the City employee opening the bids.

D. EVALUATION OF BIDS

1. Low Bid Award. A contract will be awarded to the lowest responsible and responsive bidder.

2. Additional Information. The City may require bidder to provide additional written or oral information to clarify responses.

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

4. Waiver of Defects and Technicalities. The City may waive defects and technicalities in bids when to do so is in the City's best interests.

5. Rejection of All Bids. The City may reject any and all bids when to do so is in the City's best interests.

E. ANNOUNCEMENT OF AWARD

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

2. Obtaining Bid Results. Bid results may be obtained by: (1) attending the bid opening; (2) e-mailing a request to the City Contact identified on the eBidding System; or (3) visiting the P&C eBidding System to review the bid results. To ensure an accurate response, requests should reference the Solicitation Number. Bid 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 bidders. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

F. 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 bidders 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.

G. SUBMITTALS REQUIRED UPON NOTICE OF INTENT TO AWARD. The successful bidder is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award 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. All businesses that contract with the City must have a current business tax certificate unless the City Treasurer determines the business is exempt.

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

5. Reserved.

6. Reserved.

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

EXHIBIT B SCOPE OF WORK

A. BID SPECIFICATIONS

The Public Utilities Department (PUD), Wastewater Treatment and Disposal Division has carbon towers that are used as a part of odor removal systems at their wastewater treatment facilities and multiple pump stations throughout the City. The carbon towers are located at Point Loma Wastewater Treatment Plant (PLWTP) (14), North City Water Reclamation Plant (NCWRP) (10), South Bay Water Reclamation Plant (SBWRP) (4), Metro Biosolids Center (MBC) (8), Otay River Pump Station (ORPS) (2), East Mission Gorge Pump Station (EMGPS) (2), Pump Station 2 (PS2) (5) and Grove Avenue Pump Station (GAPS) (2). There are no loading docks at any of the identified sites.

It is estimated that up to 250,000 lbs. of spent carbon (estimated 20,000 lbs. per tower) will be processed and handled during the first year of this contract for all locations. The City is unable to estimate work for each location, therefore product will be supplied on an As-Needed basis, per facility. Actual work will be determined by the City's needs and requirements. All products shall be provided by vendor.

B. METHOD FOR ORDERING

The City will use electronic procurement (e-procurement) services from third-party provider such as SAP Ariba. Bidders shall state their ability to accept and process orders from e-commerce systems on their submittal.

C. MANDATORY PRE-BID CONFERENCE AND SITE INSPECTION

Bidders are required to attend both the pre-bid conference and site inspection at the Point Loma Wastewater Treatment Plant. Bidders shall allow up to approximately two (2) hours for the mandatory pre-bid conference and site inspection, which will be held on **Thursday, July 6, 2023, at 9:00 a.m.** at the following location (see Attachment 1 – Directions):

- Point Loma Wastewater Treatment Plant
1902 Gatchell Road
San Diego, CA 92106
Site Inspection at 10:00 a.m.– 10:30 a.m.

Optional Site Inspections: Bidders will have the opportunity to attend the optional site inspections at the locations and times listed below. The designated site inspections shall be the only opportunity for Bidders to walk the site with City staff. The optional site inspections will be conducted at the following locations and times if requested at mandatory meeting above:

- South Bay Water Reclamation Plant
2411 Dairy Mart Road
San Diego, CA 92154
Site Inspection: **11:30 a.m. – 12:15 p.m.**

- North City Water Reclamation Plant
4949 Eastgate Mall
San Diego, CA 92121
Site Inspection: **1:15 p.m. – 2:00 p.m.**

The City strongly recommends all personnel attending the pre-bid conference and site inspections wear a face mask at all times during the conference and site inspections. Face coverings include masks (purchased or homemade), bandanas, scarves and neck gaiters and must cover both the nose and mouth.

Bidders are responsible for inspecting the work site to verify site conditions and size of Service areas. Failure to do so will not relieve the Bidder of their responsibility to perform in accordance with these specifications. No additional compensation or relief from any obligations of the contract will be granted because of any lack of knowledge of the sites.

By submitting a bid, Bidder acknowledges that they are relying on their own examination of the work site and have the capability to fulfill the contract requirements and are knowledgeable of all other data and matters requisite to the fulfillment of the contract.

Information provided by the City during the site inspections is not intended to be a substitute for, or a supplement to, the independent verification by the Bidder to the extent such that independent investigation of site conditions is deemed necessary or desirable by the Bidder.

D. SCOPE OF WORK

One (1) or two (2) towers will normally be processed at a time. Upon notification by the City, the Contractor shall, within fifteen (15) calendar days, begin work as described below:

1. Remove the hazardous spent carbon from the first tower, store in bags and place in bins. Bags shall be provided by the Contractor. Contractor shall provide all necessary equipment, tools, forklifts, personnel, etc. for the removal and installation of the new Carbon. City staff with Environmental Monitoring and Technical Services will provide Department of Transportation (DOT) approved bins, if the carbon is classified as hazardous. City staff will arrange for transportation and disposal of the spent carbon disposal. Contractor's personnel working on-site must have Hazardous Waste Operations and Emergency Response Standard training.
2. Remove the non-hazardous spent carbon from the first tower, store in bags and legally dispose of the carbon. Contractor shall provide all necessary equipment, tools, forklifts, personnel, etc. for the removal and installation of the new carbon. City staff coordinates with the Environmental Monitoring and Technical Services to provide the bins and are responsible for the spent carbon disposal.
3. With the exception of the ORPS Carbon tower, all other towers consist of two (2) beds with each bed having 10,000 lbs of carbon capacity. The ORPS Carbon tower consists of one (1) bed with 5,000 lbs of carbon capacity. Install the virgin Granular Activated Carbon (GAC) to the tower's bed with an amount according to the tower's bed capacity using carbon holding super-sacks, Polypropylene provided by the

Contractor. Remove and reinstall pall rings as directed by the City, if necessary. This product is to be provided by Contractor.

4. Removal and replacement of netting and or carbon baskets containment products shall be included in the price submitted.
5. The total length of time shall not exceed two (2) days per tower. Failure to comply may be sufficient cause to terminate the Contract for non-performance.
6. Repeat the requirements above for all subsequent towers.

E. TOWER COMPOSITION/SPECIFICATIONS

Except for the ORPS Carbon tower, all towers consist of two (2) beds, each bed having 10,000 lbs of carbon capacity. The ORPS Carbon tower consists of one (1) bed with 5,000 lbs of carbon capacity. Virgin carbon is installed directly onto the bed grating for both the upper and lower vessels or supported by pall rings. Both designs are currently in use.

Virgin carbon holding super-sacks, Polypropylene shall be supplied by the Contractor as the carbon in the tower is replaced. A total of twenty (20) supersacks (two (2) per tower) may be required during the first year of the contract. The supersacks shall be of material and construction as specified below:

Super Sacks Specifications:

Safety Rating:	5:1 at 1,800 pounds or greater
Bag Dimensions:	Minimum base of 35" x 35", Minimum empty height of 44"
Bag Fabric:	5 oz. COATED Black woven polypropylene – UV Treated to 1,200 hours
Top Construction:	Skirt Top
Bottom Construction:	14" x 18" Star cut discharge spout.
Lifting Loops:	12" High x 2" Wide black lift loops.
Special:	Seams double hemmed as "sift proof" seams (no filler cords)

F. INSTALLATION OF VIRGIN GRANULATED ACTIVATED CARBON (GAC) – VAPOR PHASE

It is estimated that 20,000 lbs. of different types of virgin GAC –vapor phase (bituminous coal, coconut shell, NAOH impregnated, Centaur HSV, Midas OCM, CABOT Darco H2S) will be required for installation into an estimate of forty-seven (47) towers.

As per APCD permit, the type of virgin GAC-vapor phase to be installed will be based on the total sulfur content test (%wt) of the spent carbon. The table below illustrates the required GAC based on the sulfur content test.

Table C-1

Virgin Carbon (Vapor Phase) Type	Condition	Average Contaminant Removal Capacity	Facility (Number of Carbon Towers)
"Midas OCM" activated carbon	Total Sulfur =>34% (by weight)	Not Specified	PS2 (5)
NAOH-Impregnated carbon	Total Sulfur =>25% (by weight)	0.14-gram H ₂ S/cc Carbon	SBWRP (4), PS2 (5), PLWWTP (14), ORPS (2), NCWRP (10), MBC (8), GAPS (2)
'Centaur HSV' activated carbon	Total Sulfur =>16% (by weight)	0.09-gram H ₂ S/cc Carbon	SBWRP (4), PS2 (5), PLWWTP (14), ORPS (2), NCWRP (10), MBC (8), GAPS (2)
Non-impregnated carbon (Bituminous coal or coconut)	Total Sulfur =>4% (by weight)	0.01-gram H ₂ S/cc Carbon	SBWRP (4), PS2 (5), PLWWTP (14), ORPS (2), NCWRP (10), MBC (8), GAPS (2), EMGPS (2)
CABOT Darco H ₂ S activated carbon	Total Sulfur =>30% (by weight)	0.2 -gram H ₂ S/cc Carbon	SBWRP (4), PS2 (5), PLWWTP (14), ORPS (2), NCWRP (10), MBC (8), GAPS (2), EMGPS (2)

Historically, 99% of the installation of the virgin carbon were of the non-impregnated type (bituminous coal and/or coconut shell). The other types of virgin carbon are included in this bid process for rare cases where the total sulfur test indicates =>16%.

If the total sulfur test is =>4%, each facility has the option of ordering either the virgin GAC (bituminous coal) or virgin GAC (coconut shell).

The City may require two (2) or more towers to be worked on at the same time, at any one facility. The Point Loma Wastewater Treatment Plant could require two (2) or more towers to be worked on at the same time as needed based on sampled media results every 180 days. Point Loma Wastewater Treatment Plant samples 13 beds at a time per APCD permit and requires them to be changed out within 180 days of sampling if it is determined the sulfur capacity has been reached. Periodically, Pump Stations can have two (2) or more towers to be worked on at the same time at the same facility.

At the Pump Stations, the carbon for both upper and lower beds are to be replaced at the same time. There is a screen between the two (2) beds that can be removed so both beds can be filled from the top. The spent carbon will be vacuumed out from both beds, then subsequently the lower bed will be filled first before the upper bed.

At the North City Water Reclamation Plant, the lower bed cannot be loaded through the top, there is a solid floor that divides the two beds.

At the Point Loma Wastewater Treatment Plant, the lower portion of the carbon tower can be loaded through the top, but on occasions staff may only replace the lower portion.

There are baskets/screens that sit on grading and should be replaced every time the media is changed out. The baskets can be removed to access the bottom bed.

Some facilities have cranes onsite and others do not. At the Pump Stations, cranes are not available. At the Point Loma Wastewater Treatment Plant, the Towers are not indoors and with no above cranes available, therefore, a crane is required/manually through the top. For those facilities that don't have cranes, the Contractor will need to provide the Crane and Forklift.

Catwalks on the top portion of the filters vary at each facility which could enable a technician to access the top manway.

- The manways at the North City Water Reclamation Plant and South Bay Water Reclamation Plant they are 32" on the outside, the actual opening is approximately 26".
- The manways at the Pump Stations dimensions are 30 inches.
- The Point Loma Wastewater Treatment Plan has two different sizes for manways: 24" and 36".

The Contractor awarded the Carbon Removal and Replacement contract as a result of this bid process may propose an alternative carbon for the non-impregnated type of carbon post award. The Contractor will need to submit a formal request, in writing, to the Contract Technical Administrator, or designee, in order to propose use of an equivalent activated carbon product. The City will then coordinate with the Contractor to evaluate the proposed equivalent activated carbon product to ensure it meets permitting requirements and provide written approval to move forward, if desired. Field testing on one carbon tower will be required to determine its odor removal effectiveness and impact to operations. Examples of alternative carbon for the non-impregnated type are reactivated GAC (bituminous coal), reactivated GAC (coconut shell-vapor phase), lignite coal, and/or any other innovative or alternative product that meets the City's needs and the requirements of the Air Pollution Control District (APCD). Regardless of the result of field test, the City has the sole discretion whether to use the alternative product as a regular replacement carbon, post contract award.

G. VIRGIN CARBON SPECIFICATIONS

All types of carbon identified in Table C-1 are to be provided for this contract. Contractor shall comply with the following:

Description	Measurement/Value	Standard
Removal Capacity	0.01-0.03 Gram H ₂ S/CC Carbon	
Particle Type	Granular	
Particle Size	4 x 6 or 4x8 Mesh	
Mean Particle Diameter	3.6 mm	ASTM D2862
Ball-Pan Hardness No.	95 (Minimum)	ASTM D3802
Carbon Tetrachloride No. (Percent by Weight)	60 (Minimum)	ASTM D3467

Description	Measurement/Value	Standard
Iodine No.	1,000 mg/g (Minimum)	DWWAB604.2.6, 4.7
Total Ash	8% (Maximum)	ASTM D2866
Moisture: (As Packed)	2% (Maximum)	

The City may require samples of virgin carbon to be provided. Testing of the samples would be done at the City's expense. If the Contractor has a change of supplier or lot of material, the City reserves the right to have the new product tested for conformity to specification. At the City's option, samples shall be handled in the below manner.

H. SAMPLES UPON "NOTICE TO AWARD"

The Bidder shall, at no cost to the City, submit 5 lbs. samples of the carbon media the Bidder proposes to supply to City Plants. The two samples shall be placed in a tightly closed jar(s) clearly labeled with bid number, bidder's name, submitted to the Alvarado Water Treatment Plant Laboratory address listed below. The samples shall be delivered to the Alvarado Water Treatment Plant Laboratory no later than 5:00 pm, ten days from receipt of the Notice of Intent to Award letter. Failure to submit samples by the required date and time shall be cause for rejection of bid as non-responsive.

City of San Diego/Alvarado Water Treatment Plant
Technical Services Division
Water Laboratory
Attention: Water Productions Superintendent
5540 Kiowa Drive
La Mesa., CA 91942

The City's approval of the submitted virgin carbon samples shall not be construed as saying that the materials satisfy all requirements of this section and shall in no way relieve the Bidder of the obligation to satisfy all requirements indicated herein.

I. CARBON REMOVAL AND INSTALLATION

Contractors shall submit with their bid a written Job Safety Analysis (JSA) for the removal/reinstallation of carbon. This plan must be approved by the City prior to award of bid. City may request modifications at no additional cost.

The City reserves the unilateral right to accept or reject the plan.

The Contractor will be required to provide a sufficient number of staff to perform the required work as outlined in this Scope of Work. Minimum staffing levels are required for confined space entries, as mandated by the State of California.

J. DELIVERY LOCATIONS AND REQUIREMENTS

The Contractor shall make deliveries to the locations listed below. The media is to be delivered via flatbed truck; a certified scale weight ticket is required for all deliveries. The City reserves the right to add or remove delivery locations throughout the term of this contract at no additional cost to the City.

Facility Location
East Mission Gorge Pump Station 8810 East Mission Gorge Road Santee, CA 92071
Grove Avenue Pump Station 2484 Grove Avenue San Diego, CA 92154
Metro Biosolids Center 5240 Convoy Street San Diego, CA 92111
North City Water Reclamation Plant 4949 Eastgate Mall San Diego, CA 92121

Facility Location
Otay River Pump Station Boundary Ave (end of) San Diego, CA 92154
Point Loma Wastewater Treatment Plant 1902 Gatchell Road San Diego, CA 92106
Pump Station 2 4077 N. Harbor Drive San Diego, CA 92101
South Bay Water Reclamation Plant 2411 Dairy Mart Road San Diego, CA 92154

Delivery shall be in truck(s) capable of safely delivering the loaded super-sacks. Loading, handling, and unloading shall be done at the expense of the Contractor. Upon award of this Contract, the successful Bidder will be required to arrange the delivery schedule with City personnel. Delivery times can be subject to change as agreed between Contractor and the City facility personnel.

Delivery weight of material shall be determined by certified scales. Certificates of weight shall be furnished by Contractor for all types of GAC and/or any other innovative or alternative product at the time of delivery. Material shall be delivered in DOT approved flatbed trucks.

Contractor to identify designated trucking company to perform work as outlined in this Exhibit B, Scope of Work.

In an emergency, the City requires delivery within forty-eight (48) hours. In the event the Contractor is unable to deliver within this time frame, the City reserves the right to purchase off-contract.

For emergency and failure to deliver orders, if the Contractor fails to deliver material within time indicated on the proposal page, causing any plant to run short of product or run the risk of being totally out of this product, the City reserves the right to purchase off-contract. If under such circumstance, it becomes necessary for the City to obtain the product on an emergency basis (due to failure of Contractor to deliver, or the apparent likelihood that Contractor will be unable to deliver), the City reserves the right to bill Contractor for the difference in cost between the contract price and the price the City paid for the emergency delivery.

Furthermore, should the City be subjected to fines or any other expenses as a result of Contractor's or agents of the Contractor's failure to deliver the product specified herein, Contractor will be held liable to the City for reimbursement of the entire amount of expense imposed upon the City because of late or non-delivery.

K. FREIGHT CARRIER

It is the Contractor's responsibility to ensure that their freight carriers have proper Commercial General Liability, Automobile Liability, and Workers' Compensation insurance coverage. The City is not responsible for this material until it has been delivered. Therefore, the City accepts no liability for this material prior to delivery or while it is under the Contractor's possession, control, or under freight carriers' possession or control.

L. SAFETY DATA SHEETS

All Bidders must submit with their bids one (1) electronic copy of the safety data sheet (SDS) for each product bid. Only those products whose label and SDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

The Contractor must also send with each shipment one (1) copy of the 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.

M. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER. Per Section II.A.9: Bidder must provide the DIR registration information below:

	Registration No.	Expiration Date	Name
DIR Registration No.	1000009862	06-30-2024	Carbon Activated Corporation

N. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is identified in the Notice to Proceed and is responsible for overseeing and monitoring this Contract.

O. 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. Using Exhibit E, 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 Bidder 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. Refer to Article VIII of the Exhibit C, City's Contracting Term's and Provisions, for additional information.

P. PRICING SCHEDULE

The estimated annual quantities provided by the City are not guaranteed. The quantities may vary depending on the demands of the City. Any variations for these estimated quantities shall not entitle the Bidder to an adjustment in the unit price or to any additional

compensation and in no case shall exceed \$3 million within the Contract term, or without City Council approval.

Bidders shall complete the pricing schedule in the City's eBidding system in its entirety to be considered responsive. Pricing shall include all associated fees required to complete the scope of work described herein.

Prices quoted shall be FOB Destination to various City of San Diego locations. Prices shall include all delivery and freight charges. The City reserves the right to add additional locations during the term of this contract under the same terms, conditions, and pricing.

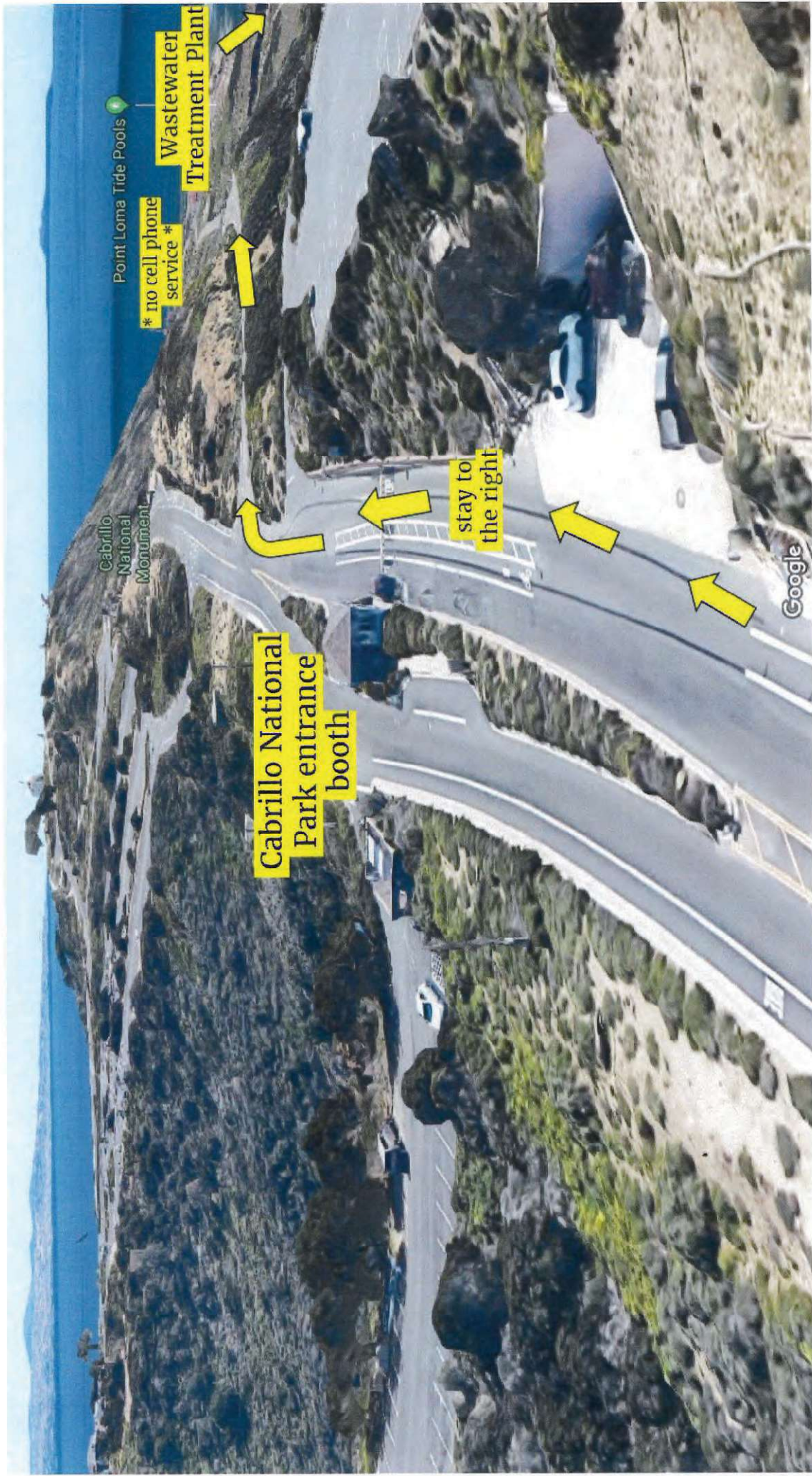
Pricing shall be provided with consideration and in accordance to both Prevailing Wage and Living Wage requirements.

Unit prices shall be based on the Unit of Measure (U/M) as specified. Any changes to the U/M made by the Bidder may be cause for the bid to be rejected as non-responsive. Any discount offered other than for prompt payment should be included in the net price quoted instead of shown as a separate item. The City is subject to sales taxes. Applicable taxes should not be included in pricing.

Each facility has the option of purchasing either the coal base or coconut shell base product.

Note regarding Section 10: Bonds (Payment and Performance): The amount reflected should be for the cost to obtain a Bond in the amount that matches the combined bid amount of Sections 1-9.





Point Loma Tide Pools

* no cell phone service *

Wastewater Treatment Plant

Cabrillo National Monument

Cabrillo National Park entrance booth

stay to the right

Google

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.

EXHIBIT D

WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

A. PREVAILING WAGES. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, Bidder and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

1.1. Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Bidder and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date

of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

2. Penalties for Violations. Bidder and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

3. Payroll Records. Bidder and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Bidder shall require its subcontractors to also comply with section 1776. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City. Bidder and its subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

4. Apprentices. Bidder and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Bidder shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

5. Working Hours. Bidder and its subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

6. Required Provisions for Subcontracts. Bidder shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. Bidder in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Bidder certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when

payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A Bidder or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), "[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

9.1. A Bidder's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

9.2. A Contract entered into with any Bidder or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a Contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, Bidder, or any subcontractor to comply with the requirements of section 1725.5 of this section.

9.3. By submitting a bid or proposal to the City, Bidder is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Bidder shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

10. Stop Order. For Bidder or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Bidder or unregistered subcontractor(s) on ALL public works until the unregistered Bidder or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

11. List of all Subcontractors. The City may ask Bidder for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers,

utilized on this contract at any time during performance of this contract, and Bidder shall provide the list within ten (10) working days of the City's request. Additionally, Bidder shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Bidder until at least 30 days after this information is provided to the City.

12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Bidder shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

12.1. Registration. The Bidder will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Bidder will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

12.3. List of all Subcontractors. The Bidder shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).

B. Living Wages. This Contract is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

1. Payment of Living Wages. Pursuant to San Diego Municipal Code section 22.4220(a), Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.

1.1 Copies of such living wage rates are available on the City website at <https://www.sandiego.gov/purchasing/programs/livingwage/>. Bidder and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).

1.2 LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.

2. Compensated Leave. Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80)

hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

3. Uncompensated Leave. Bidder and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.

4. Enforcement and Remedies. City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Bidder or its subcontractors are found to be in violation of any of the provisions of the LWO.

5. Payroll Records. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.

5.1 For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Bidder and all subcontractors must comply with both ordinance requirements.

6. Certification of Compliance. San Diego Municipal Code section 22.4225 requires each Bidder to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Contract.

7. Annual Compliance Report. Bidder and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the service contract or agreement.

8. Exemption from Living Wage Ordinance. Pursuant to San Diego Municipal Code section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.

C. Highest Wage Rate Applies. Bidder is required to pay the highest applicable wage rate where more than one wage rate applies.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

_____, a corporation, as principal, and
_____, a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and assigns,
jointly and severally, to The City of San Diego a municipal corporation in the sum of
_____ for the faithful performance of the
annexed contract, and in the sum of _____ for the benefit
of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract with the City of San Diego, California, then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

If the Principal shall promptly pay all persons, firms and corporations furnishing materials for or performing labor in the execution of this contract, and shall pay all amounts due under the California Unemployment Insurance Act then the obligation herein with respect to laborers and materialmen shall be void; otherwise it shall remain in full force.

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the State of California.

Changes in the terms of the annexed contract or specifications accompanying same or referred to therein shall not affect the Surety's obligation on this bond, and the Surety hereby waives notice of same.

The Surety expressly agrees that the City of San Diego may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

The Surety shall not utilize the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default .

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

Dated _____

Approved as to Form

Principal

By _____

Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By _____
Deputy City Attorney

Surety

By _____
Attorney-in-fact

Approved:

Local Address of Surety

By _____
Mayor or Designee

Local Address (City, State) of Surety

Local Telephone No. of Surety

Premium \$ _____

Bond No. _____

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:

Invitation to Bid (ITYB) for Carbon Product Removal & Replacement for the Public Utilities Department

B. BIDDER/PROPOSER INFORMATION:

Carbon Activated Corporation		Carbon Activated Corporation	
Legal Name		DBA	
2250 S. Central Ave	Compton	CA	90220
Street Address	City	State	Zip
Dale Kerr Operations/Sales	(310) 885-4555	(310) 763-5126	
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.

Lionel Perera	President and CEO
Name	Title/Position
Rolling Hills Estates, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
50% Owner of Carbon Activated Corporation	
Interest in the transaction	

Nirmala Perera	Vice President
Name	Title/Position
Rolling Hills Estates, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
50% Owner of Carbon Activated Corporation	
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: 04/26/1996 State of incorporation: California

List corporation's current officers: President: Lionel Perera
Vice Pres: Nirmala Perea
Secretary: Anne Nash
Treasurer: Lionel Perera

Type of corporation: C ☐ Subchapter S ☒

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

If **Yes**, after what date: 04/26/1996

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: Bank of the West

Point of Contact: Gregory Hellman

Address: 4400 MacAuthure Blvd., Suite 400 Newport Beach

Phone Number: (949) 797-1929

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.: B2006011096 Year Issued: 2006

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: City of Los Angeles

Contact Name and Phone Number: Katherine Quinn 310 648 5669
Contact Email: katherine.quinn@lacity.org
Address: 12000 Vista del Mar. Playa del Rey, CA 90298
Contract Date: April 1, 2018
Contract Amount: \$ 5,346,652.02
Requirements of Contract: Remove and load Carbon at Hyperion and Odor Scrubber thought out LA County

Company Name: Union Sanitary District
Contact Name and Phone Number: Mike Hovey 510 477 7683
Contact Email: mikeh@unionsanitary.ca.gov
Address: 14521 Ramona Blvd., Baldwin Park CA 91706
Contract Date: April 15, 2022
Contract Amount: \$ 381,352.06
Requirements of Contract: Remove of non-hazardous media, Disposal, and Load media
Company Name: City of San Jose
Contact Name and Phone Number: Phil Hamilton 4088569654
Contact Email: Phil.Hamilton@sanjoseca.gov
Address: 700 Los Esteros Rd, San Jose, CA 95134
Contract Date: October 20, 2022
Contract Amount: \$ 154,435.24
Requirements of Contract: Remove of non-hazardous media, Disposal, and Load media

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: None Used

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: None Used

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.

Anne Nash Corporate Secretary

Name and Title



Signature

July 19, 2023

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.

This is certifying that "Carbon Activated Corporation" for Invitation to Bid (ITYB) for Carbon Product Removal & Replacement for the Public Utilities Department will meet or exceed all specifications as stated in Bid. We will also comply, perform, and provide information as required in all sections in the entire bid without any exceptions.

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.

Anne Nash Corporate Secretary

Print Name, Title



Signature

July 19, 2023

Date

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Contractors must submit the required EOCP documentation indicated below with their proposals. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principal place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

Principal Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

III. Disclosure of Discrimination Complaints.

As part of its proposal, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against 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. (Attachment AA).

IV. Work Force Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their proposal a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in Council Policy 100-10. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over \$50,000, the City shall:

- A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:
 - a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or
 - b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or
 - c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

VI. Maintaining Participation Levels.

- A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Contractor's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the proposal or contract documents. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

- AA. Contractors Certification of Pending Actions
- 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

Contractor Name: Carbon Activated Corporation

Certified By Anne Nash Title Corporate Secretary
 Name
Signature Date July 19, 2023

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: Carbon Activated Corporation

ADA/DBA: Carbon Activated Corporation

Address (Corporate Headquarters, where applicable): 2250 S. Central Ave.

City: Compton County: Los Angeles State: CA Zip: 90220

Telephone Number: 310 885 4555 Fax Number: 424 213 5995

Name of Company CEO: Lionel Perera

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: Activated Carbon Supply and related services Type of License: A

The Company has appointed: Dharshan Jinasena

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: 2250 S. Central Ave., Compton CA. 90220

Telephone Number: 310 885 4555 Fax Number: 424 213 5995 Email: dharahanj@activatedcarbon.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 Carbon Activated Corporation

Los Angeles, California (Firm Name)

hereby certify that information provided

herein is true and correct. This document was executed on this 19th day of July, 2023

(Authorized Signature)

Anne Nash

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Carbon Activated Corporation

DATE: July 19, 2023

OFFICE(S) or BRANCH(ES): Compton

COUNTY: Los Angeles

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			1		11	4					1			
Professional														
A&E, Science, Computer														
Technical			1		4	1								
Sales													2	
Administrative Support					3	4								
Services														
Crafts														
Operative Workers	1		6		4									
Transportation														
Laborers*			7	2										

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

Totals Each Column	1		15	2	22	9					1		2	
--------------------	---	--	----	---	----	---	--	--	--	--	---	--	---	--

Grand Total All Employees
52

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3NAME OF FIRM: Carbon Activated CorporationDATE: July, 19, 2023OFFICE(S) or BRANCH(ES): ComptonCOUNTY: Los Angeles

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			2		1									
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights	1		6		4									
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					1									
Workers, Extractive Crafts, Miners														
Totals Each Column	1		8		6									

Grand Total All Employees**15**

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

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

**LIVING WAGE ORDINANCE
CERTIFICATION OF COMPLIANCE**
REQUIRED BY SAN DIEGO MUNICIPAL CODE §22.4225(c)

COMPANY INFORMATION

Company Name: Carbon Activated Corporation

Company Address: 2250 S. Central Ave., Compton CA 90220

Company Contact Name: Luis Solares

Contact Phone: 310 885 4555

CONTRACT INFORMATION

Contract Number (if no number, state location): 10090018-23-J

Start Date: Not in ITB packet

Contract Title (or description): Carbon Product Removal & Replacement for PUD

End Date: Not in ITB packet

Purpose/Service Provided: Carbon and filter netting replacement

TERMS OF COMPLIANCE

A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions unless specifically approved for an exemption. Basic requirements of the LWO are:

- (a) Pay covered employees the current fiscal year hourly wage rate;
- (b) If any lesser amount is applied toward the health benefits rate, add this difference to the hourly wage rate as cash;
- (c) Provide minimum of 80 compensated leave hours per year for illness, vacation, or personal need at the employee's request and permit 80 additional unpaid leave hours for personal or family illness when accrued compensated leave hours have been used;
- (d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of LWO requirements, their possible right to Federal Earned Income Tax Credit, and possible availability of health insurance coverage under the Affordable Care Act;
- (e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO;
- (f) Permit access for authorized City representatives to work sites and records to review compliance with the LWO; and
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment.

If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withholding of payments or termination of the agreement.

CONTRACTOR CERTIFICATION

By signing, the contractor certifies under penalty of perjury under laws of the State of California to the following:

- (a) comply with the requirements of the Living Wage Ordinance; and
- (b) will perform at least fifty percent (50%) of the work with its own employees.

Luis Solares
Name of Signatory

Signature

Payroll Manager
Title of Signatory

July 20, 2023
Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt:

LWO Analyst:

Contract Number:



Carbon Activated Corporation

2250 S. Central Avenue, Compton, CA 90220 | T 310.885.4555 | F 310.763.5126
info@activatedcarbon.com | www.activatedcarbon.com

July 20, 2023

City of San Diego

Attn: Purchasing & Contracting Department
City of San Diego

To Whom It May Concern:

This letter is to address Electronic Procurement, Site Storage, Removal, and Installation.

Method for ordering:

Carbon Activated Corporation is signed up with SAP Ariba, Coupa, and Exostar.

The technicians used on site for both the removal/replacement of the Filter media are full-time Carbon Activated Corporations employees. These employees have more than 22 years of experience in servicing filter systems and are HAZWOPER Certified. After and during the removal they will inspect and make note of any problems they see and report it to the Construction Manager or operator.

Storage onsite:

All media delivered to your sites will always stay in its original packing and on pallets until loaded.

List of Equipment owned or rented that will be used:

Owned	Rented
Vector Vacuum	40 Ton Crane
Simi Truck for hauling both Virgin to the site.	5K and Grade all Reach Forklifts
Simi Truck if spent Carbon is Non-Hazardous to transport back to our facility for reactivation.	

Below is our Step-by-Step plan for the Removal, Installation of new Screens, loading of carbon, and Equipment that we will use on your project. During the removal and installation process, only Carbon Activated Corporation employees will be used at all Pump Stations and Wastewater Treatment Plants.

The below procedures will be done on daily bases while on site: Netting, Screen, or sometimes called Basket will be replaced on every change out. For all Change outs, there will be no less than 3 people, in some cases, there will be 4 people. Any less than that would violate OSHA regulations since entry is needed to ensure the bed is level, and the media behind the lower bed exhaust Stack pipe has been removed and loaded properly. Also, entry is needed to see if there are any damages inside so it can be reported to the Plant Operator, if not then after loading there could be a catastrophic failure inside the filter costing the city more money than it should have to repair.

1. Before the start of the project takes place, a meeting will occur between our Lead Technician and your Construction Manager or Treatment Plant Operator to discuss our Removal process, Installation of new Media, Forklift, Crane (if used), access to filters, Lockout/Tag-out; Confined Space and any other issues either party may have about our site procedures.
2. The Lead Technician will then perform a tailgate meeting with all personnel who are assigned to work at that Pump Station or Wastewater Plant to discuss the site and safety procedures and the area around the Vessels.
3. After the Tailgate meeting our crew will set up a trailer-mounted vacuum system, which moves 12 tons per hour of filter media and dumps it into super sacks for disposal.
4. One technician will operate the Vacuum systems while one person starts vacuuming from the outside of the filter and the other person will help both persons with setting up Super Sacks for spent Carbon or helping the vacuum tech.
5. If entry is needed a Trained Confined Space Attendee using our 4-gas detector will take an initial reading of the air inside of the filter if air quality is safe a Trained Confined Space Entrants crew will then ascend and start vacuum procedures. All during the removal process the Attendee will continually monitor the air quality and alert both the entrants and Lead Technician if an emergency evacuation is needed.

****Note:** Pump Station 2 has Poll Rings that we will remove by hand using a 5-gallon Bucket and placing them into a Super Sack for easy loading later in the project.

6. At all times our Lead Technician will keep in close contact with both the Confined Space Entrant and attendees along with other personnel in the area.

Installation of new Polypropylene netting/screen:

7. After all spent media and if applicable Poll Rings (Pump Station 2) have been removed we will install new Polypropylene 20 mesh netting/screen in both upper and lower beds. In situations where there is only one bed (Otay and Grove), we will install one Polypropylene 20 mesh netting/screen.

***** Note:** Pump Station #2 filters have Poll Rings and screens that must be loaded/installed back into the filters. These filters will be loaded from the bottom up the bottom new netting/screen will be installed first then the Carbon level then on top of that we will install the Poll Rings that were removed then on top of that we will install netting/screen then load the top layer of carbon.

8. After the Filter Media has been removed and new netting/screen has been installed our Lead Technician will contact your Construction Manager or Operator to inspect the filters.
9. While the inspection is going on the crew will set up for loading using a standard Forklift or Reach Forklift/Crane that is needed for the loading of the Top and bottom sections. At this time if media has been determined to be Hazardous, they will load the spent into City supplied containers for others to dispose of. Once the filters have been released for load the crew will start loading.

Loading of Carbon:

*****Note:** All loading will be done with all personnel outside the filter with entry to only level the Carbon so more can be loaded or when all the carbon that is to be loaded in that layer has been loaded.

10. Prior to every entry our trained Confined Space Attendee using our 4-gas detector will take an initial reading of the air inside of the filter if the air quality is safe. Then our Trained Confined Space Entrants crew will then enter to level the carbon. Loading of the carbon will be done from the top down, as soon as one chamber is loaded it will be leveled then the next one will be loaded until the filter has been completely loaded.
11.

***** Note:** Pump Station #2 filters have Poll Rings and screens that must be loaded/installed back into the filters. These filters will be loaded from the bottom up the first layer will be Carbon leveled then on top of that we will install the Poll Rings that were removed then on top of that we will install netting/screen then load the top layer of carbon and level it when finished loading.

*****Note** The sites that will need a 40 Ton Crane to load are South Bay Water Reclamation Plant top section only, Point Loma Treatment Plant both top and middle section, Pump Station 2, and Grove Ave. Pump Station.
12. After we have finished loading the media the Construction Manager or Treatment Plant Operator will be notified for their inspection once he/she is satisfied with the placement of the Filter Media.
13. Once the Construction Manager or Treatment Plant Operator is satisfied with the loading all manways will be reinstalled so the Treatment Plant Operator can turn the Carbon Tower back on. Then we will start cleaning up and putting away all equipment and hoses that were used for the removal or loading of the two filter systems.

On the next six pages is an example of how we would fill out our JSA for one of your Pump Stations or Wastewater Treatment Plants. A signed copy would be given to Leads Tech to have onsite during Change out.



1625 West Causeway Approach
Mandeville, LA 70471
504-754-6711

7/28/2023

City of San Diego Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

RE: Carbon Activated Corporation – Bond Prequalification Letter; ITB 10090018-23-J - Carbon Product Removal & Replacement for the Public Utilities Department, Estimate \$3,500,000

To Whom It May Concern:

This letter serves to confirm that The Gray Insurance Company / The Gray Casualty & Surety Company (Gray) has a current surety relationship with Carbon Activated Corporation. Gray has favorably considered surety bonds in excess of \$4,000,000 for a single project and an aggregate program of \$8,000,000 on behalf of Carbon Activated Corporation. We have a good relationship with Carbon Activated Corporation.

In the event Carbon Activated Corporation is requested to furnish bonds for the aforementioned project, Gray, upon formal contract review, bond form review and standard underwriting procedures at the time of the request, may execute such final bond or bonds.

Any request for bonds is strictly between Gray and Carbon Activated Corporation. Gray, in its sole discretion, reserves the right to deny any and all bond requests in conjunction with this or any other project without incurring liability to anyone, including you.

The Gray Insurance Company (NAIC #36307) has a Treasury Listing of \$18,396,000 and is rated A- VIII by AM Best. The Gray Casualty and Surety Company (NAIC #10671) has a Treasury Listing of \$10,823,000 and is rated A- VIII by AM Best.

This letter expires 180 days from the date listed.

Sincerely,

Heather Rose Saltarelli, Attorney-in-Fact
The Gray Insurance Company / The Gray Casualty & Surety Company
phoenix@graysurety.com

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)On JUL 28 2023 before me, _____
Date

personally appeared _____

Leigh McDonough, Notary Public

Here Insert Name and Title of the Officer

Heather Rose Saltarelli

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Leigh McDonough
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — ☐ Limited ☐ GeneralIndividual ☒ Attorney in FactTrustee ☐ Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — ☐ Limited ☐ GeneralIndividual ☐ Attorney in FactTrustee ☐ Guardian or Conservator

Other: _____

Signer Is Representing: _____

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: N/A **Principal:** Carbon Activated Corporation

Project: Carbon Product Removal & Replacement for the Public Utilities Department

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Heather Rose Saltarelli, Reece Joel Diaz, Kim Luu, Rachelle Rheault, Jeri Apodaca, and Leigh C McDonough of Irvine, California jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 28th day of July, 2023

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 28th day of July, 2023

Leigh Anne Henican





CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number

842091

Entity

CORP

Business Name **CARBON ACTIVATED CORPORATION**

Classification

A



Expiration Date **07/31/2024**

www.cslb.ca.gov

Contractor Information

Legal Entity Name

CARBON ACTIVATED CORPORATION

Legal Entity Type

Corporation

Status

Active

Registration Number

1000009862

Registration effective date

7/1/2023

Registration expiration date

6/30/2024

Mailing Address

2250 SOUTH CENTRAL AVENUE COMPTON 90220 C...

Physical Address

2250 SOUTH CENTRAL AVENUE COMPTON 90220 C...

Email Address**Trade Name/DBA**

CARBON ACTIVATED CORPORATION

License Number(s)

CSLB:842091

CSLB:842091

None Required:842091

CSLB:842091

Registration History

Effective Date	Expiration Date
5/10/2018	6/30/2019
5/3/2017	6/30/2018
5/18/2016	6/30/2017
6/26/2015	6/30/2016
2/16/2015	6/30/2015
7/1/2019	6/30/2020
7/1/2020	6/30/2021
7/1/2021	6/30/2022
7/1/2023	6/30/2024
7/1/2022	6/30/2023

Legal Entity Information

Corporation Number:**Federal Employment Identification Number:****President Name:**

Lionel M Perera

Vice President Name:

Anne Nash

Treasurer Name:

Wimal De Zoysa

Secretary Name:

Anne Nash

CEO Name:

Lionel M Perera

Agent of Service Name:

Anne Nash

Agent of Service Mailing Address:

2250 S. Central Ave Compton 90220 CA United States of America

Workers Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

Please provide your current workers compensation insurance information below:

PEO InformationName	PEO Phone	PEO Email
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Insured by Carrier

Policy Holder Name:Carbon Activated Corp**Insurance Carrier:** ICW GROUP INSURANCE COPANIES**Policy Number:**WSA 5061179 01**Inception date:** 7/1/2022**Expiration Date:**7/1/2023



COC-HS 60 (4x8 Mesh)

H₂S ADSORPTION | COCONUT SHELL BASE GRANULAR ACTIVATED CARBON

COC-HS 60 is manufactured for vapor phase odor control. It is produced with a proprietary activation process which does not involve impregnates of any kind. COC-HS 60 is a high-activity, coconut shell base, granular activated carbon specially designed for use in vapor phase odor control applications involving the removal of Hydrogen Sulfide (H₂S), Chlorine-related gases, Methyl Mercaptans, general acid gases and other type of odors typical in treating sewage wastes, pulp and mills, and chemical plants.

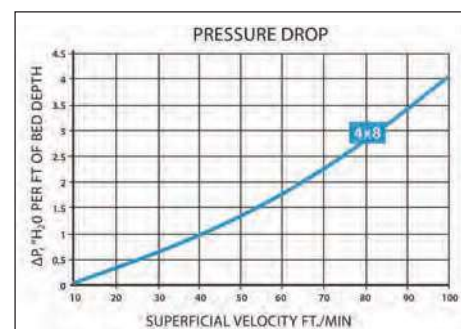


SPECIFICATIONS	COC-HS 60	ASTM METHOD
H ₂ S Capacity, min.	0.04 g/cc	ASTM D-6646-03
CTC No. min.	60	ASTM D-3467-04
Iodine Number, min.	1000 mg/g	ASTM D-4607-94
Apparent Density	0.50 – 0.52 g/cc	ASTM D-2854-96
Hardness, min.	98 %	ASTM D-3802-89
Ash Content, max.	3 %	ASTM D-2866-94
Moisture as packed, max.	5 %	ASTM D-2867-04
Mesh Size	4x8	ASTM D-2862-10



APPLICATIONS

H₂S removal for a variety of air purification and vapor phase applications such as wastewater, pulp mills, and chemical plants.



STANDARD PACKAGING

- 55 lb or 27.5 lb polylined polypropylene bags
- 200 lb fiber drums
- 1100 lb supersacks

This information is offered solely for your consideration and verification. It has been gathered from reference materials and/or test procedures and is believed to be true and accurate. None of this information shall be constituting a warranty or representation, expressed or implied, for which we assume legal responsibility or that the information or goods described is fit for any particular use either alone or in combination with other goods or processes.





COL-HS 60 (4x8)

VAPOR PHASE COAL BASE CARBON

COL-HS 60 is manufactured for vapor phase odor control. It is produced with a proprietary activation process which does not involve impregnates of any kind. COL-HS 60 is a high-activity, coal base, granular activated carbon specially designed for use in vapor phase odor control applications involving the removal of Hydrogen Sulfide (H₂S), Chlorine-related gases, Methyl Mercaptans, general acid gases and other type of odors typical in treating sewage wastes, pulp and mills, and chemical plants.

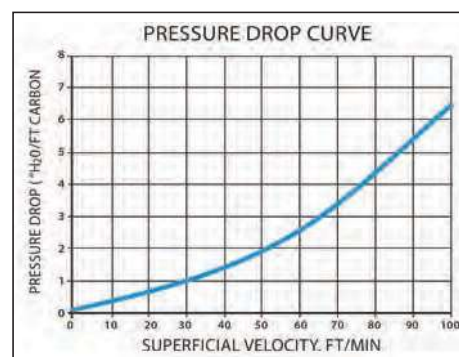


SPECIFICATIONS	COL-HS 60	ASTM METHOD
H ₂ S Capacity, min.	0.01 g/cc	ASTM D-6646-03
CTC No. min.	60	ASTM D-3467-04
Iodine Number, min.	1000-1100 mg/g	ASTM D-4607-94
Apparent Density	0.47- 0.50 gm/cc	ASTM D-2854-96
Hardness, min.	95 %	ASTM D-3802-89
Ash Content, max.	12 %	ASTM D-2866-94
Moisture as packed, max.	5 %	ASTM D-2867-04
Mesh Size	4x8	ASTM D-2862-10



APPLICATIONS

H₂S removal for a variety of air purification and vapor phase applications such as wastewater, pulp mills, and chemical plants.



STANDARD PACKAGING

- 55 lb or 27.5 lb polylined polypropylene bags
- 200 to 220 lb fiber drums
- 1100 lb supersacks

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COL-IP60 (4mm)

NaOH IMPREGNATED COAL BASE PELLETIZED CARBON

COL-IP 60 is a highly active NaOH impregnated pelletized activated carbon. COL-IP 60 is manufactured from selected grades of bituminous coal to provide high density and superior hardness. It is then impregnated with NaOH to enhance its capacity for acid gases such as hydrogen sulfide. COL-IP 60 is a popular choice for the removal of sulfide-rich odors typical of municipal sewage treatment, pulp and paper mills, and refineries.



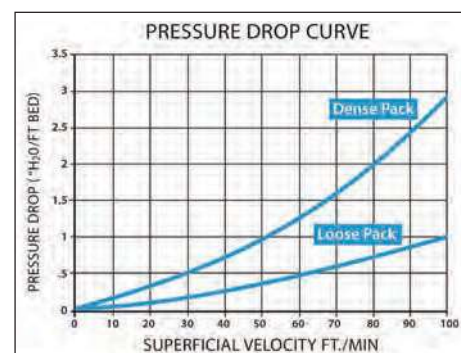
TYPICAL PHYSICAL PROPERTIES | SPECIFICATIONS

Particle Size	4mm
Total Surface Area (BET), m ² /g	1050 - 1150
H ₂ S Adsorption Capacity, gm/cc	0.14 - 0.16
CCl ₄ Activity, Min. (ASTM D-3467)	60
Butane Activity, Min (ASTM D5742)	23
Apparent Density (ASTM D-2854), g/cc	0.52 - 0.57
lb/ft ³	32 - 36
Hardness, Min. (ASTM D-3802)	97
Moisture, max. (ASTM D2867)	10%



APPLICATIONS

Used to remove sulfide-rich odors typical of municipal sewage treatment, pulp and paper mills, and refineries.



STANDARD PACKAGING

- 55 lb or 27.5 lb polylined polypropylene bags
- 200 lb fiber drums
- 1100 lb supersacks

This information is offered solely for your consideration and verification. It has been gathered from reference materials and/or test procedures and is believed to be true and accurate. None of this information shall be constituting a warranty or representation, expressed or implied, for which we assume legal responsibility or that the information or goods described is fit for any particular use either alone or in combination with other goods or processes.



DARCO® H2S LP

Extruded Activated Carbon

WHY NORIT

Since 1918, we have been helping our customers to make pure products, reach environmental compliance, and create catalytic performance. As one of the largest activated carbon manufacturers globally, we provide quality and stability. We offer a very diverse set of NORIT activated carbon products, many of them yielding truly unique performance benefits. Our experienced staff, including dedicated application specialists, can help you find a best fitting solution for your specific situation.



DARCO H2S LP extruded activated carbon is our premier pelletized product for removal of H2S and other odorous sulfur compounds where low dust and low pressure drop are required.

DARCO H2S LP extruded activated carbon is produced from the same raw material and using the same activation process as our groundbreaking DARCO H2S granular product. This new product provides the same ideal porosity and natural catalytic activity. However, its extruded form provides greater hardness and lower pressure drop resulting in less nuisance dust upon handling and lower blower operating costs. Our DARCO H2S LP extruded activated carbon is made exclusively in the United States for improved product and supply consistency.

SPECIFICATIONS

Hydrogen sulfide capacity	min. 0.2	g/ml
Ball-pan hardness	min. 85	-
Moisture (as packed)	max. 5	%

GENERAL CHARACTERISTICS

Apparent density	0.50	g/cc
Diameter	4	mm

DARCO® H2S LP

Extruded Activated Carbon

NOTES

1. For important product safety, health, environmental and regulatory information, please refer to the Safety Data Sheet (SDS) which is available upon request.
2. General characteristics reflect representative values of product parameters and are not to be used as purchase specifications.
3. All analyses based on standard test methods and specifications are guaranteed values based on lot-to-lot quality control, as covered by Norit Activated Carbon's ISO 9001 certification.

PACKAGING

This product is available in:

- Woven polypropylene bulk bag, 1000 lb (453.6 kg) net on a pallet

Product availabilities depend on the type of packaging.



[norit.com](https://www.norit.com)

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Product Bulletin

CENTAUR® HSV GRANULAR ACTIVATED CARBON

Description

CENTAUR® HSV* is a vapor phase virgin activated carbon that has been developed specifically for odor removal from sewage treatment operations. This bituminous coal-based product is unique in that it provides high adsorption capacity for H_2S without chemical impregnants and adsorbs volatile organic compounds (VOCs) in an effective manner. CENTAUR HSV, by its catalytic functionality, oxidizes H_2S and converts it to water soluble sulfur compounds. As a result, H_2S capacity can be restored simply by water washing the carbon, eliminating safety concerns typically encountered with alkali impregnated carbons. CENTAUR HSV is capable of being thermally reactivated which eliminates the disposal concerns associated with alkali impregnated carbons.

Applications

CENTAUR HSV can be utilized for odor removal in sewage treatment applications. The product is ideal for use at pump stations and treatment plants where H_2S and organic odors are a problem. On-site water regeneration and eventual thermal reactivation minimize operating and disposal costs.

Regeneration

When odor breakthrough due to H_2S occurs, the spent carbon can be regenerated in place. The H_2S capacity can be restored by water washing of the CENTAUR HSV carbon. Regeneration efficiency and the number of regeneration cycles depend on the loadings of H_2S and VOCs. For details on regeneration and cycle determination, please contact Calgon Carbon Corporation in Pittsburgh, Pennsylvania.

* Purchase of this product from Calgon Carbon Corporation includes a license under the following U.S. Patents: Numbers 5356849 and 5494869.

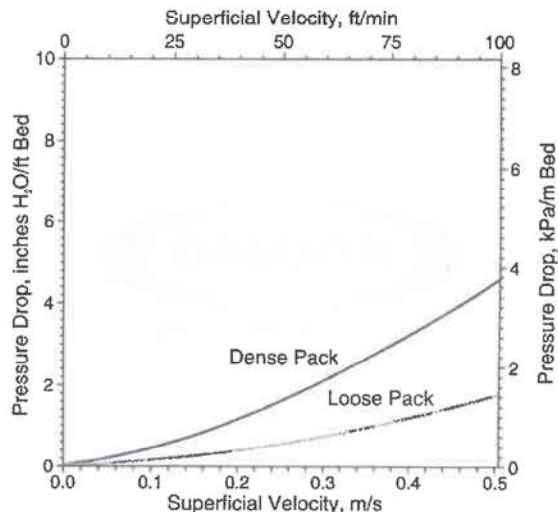
Properties

H_2S Capacity, g H_2S /cc carbon*:	0.09 min
Butane Activity, weight %	15.6 min
Iodine No, mg/g:	800 min
Ash, weight %:	7 max
Moisture, weight %, as packed:	4 max
Apparent Density, g/cc:	0.56 min
Hardness No:	97 min
Mean Particle Diameter:	3.7 mm

U.S. Sieve Series

Percent on 4 mesh	15 max
Percent through 7 mesh	8 max

* Peroxide number utilizes the rate of decomposition of hydrogen peroxide by the carbon and is an indicator of the amount of catalytic activity. The lower the number, the more active the product is in terms of its ability to accelerate a chemical reaction.



Manufacturing

Catlettsburg, KY

Packaging

225 lb (102.3 kg) fiber drum



Visit our website at www.calgoncarbon.com, or call 1-800-4-CARBON to learn more about our complete range of products and services, and local contact information.

**Chemviron
Carbon**

TECHNOLOGIES FOR PURIFICATION, SEPARATION, RECOVERY AND SYNTHESIS

DESIGN CONSIDERATIONS

Effective removal of H₂S requires the gas stream to contain at least an equivalent amount of oxygen and relative humidity above 10%. Condensation of water on the carbon will reduce its performance, and devices to prevent free condensation are recommended. Additionally, if CENTAUR HSV is used to control VOCs it is recommended that the relative humidity be controlled to below 50% to maximize carbon utilization. CENTAUR HSV can be utilized in a typical fixed bed mode with superficial velocities up to 100 fpm. The bed depth can range from 12" to 36" depending on the on-stream time and water wash frequency desired. For assistance in the design of a carbon system, please contact Calgon Carbon Corporation in Pittsburgh, Pennsylvania.

FEATURES

- Not chemically impregnated
- Metallurgical grade high purity coal
- Catalytic Activity
- Pore volume not consumed by impregnant
- Enhanced adsorption pore volume
- Ability to be water washed
- Ability to be thermally reactivated

BENEFITS

- Heat excursion potential caused by impregnants is eliminated thus making operations safer.
- Organic capacity is significantly higher than impregnated carbons thus reducing operating costs.
- Extreme hardness and abrasion resistance which reduces carbon attrition problems and pressure drop increase over time.
- Since multiple water washes are possible, Centaur HSV is capable of treating higher H₂S concentrations typically handled by chemical wet scrubbers.
- In contrast to impregnated carbons, Centaur HSV has organic capacity equal to or higher than other virgin coal based carbons.
- Centaur HSV has been specifically designed to show enhanced organic capacity at low contaminant concentrations typically found in sewage treatment plants.
- In H₂S service, Centaur HSV can be field regenerated by water washing multiple times, thus eliminating safety concerns experienced with alkali regeneration and chemical handling.
- Centaur HSV can be thermally reactivated, thus spent carbon disposal problems are eliminated.

Safety Message

Wet activated carbon preferentially removes oxygen from air. In closed or partially closed containers and vessels, oxygen depletion may reach hazardous levels. If workers are to enter a vessel containing carbon, appropriate sampling and work procedures for potentially low oxygen spaces should be followed, including all applicable federal and state requirements.



Calgon Carbon Corporation
P.O. Box 717
Pittsburgh, Pa 15230

Chemviron Carbon
Zoning Industriel C
B-7181 Feluy, Belgium

**Chemviron
Carbon**



MIDAS® ODOR CONTROL MEDIA (OCM)

Description

Midas® OCM is unlike any other odor control media that is available in the marketplace today. A special manufacturing process which combines selected active ingredients and premium quality bituminous coal gives Midas OCM an extraordinarily high H₂S breakthrough capacity. This odor control media is not impregnated and therefore does not suffer the serious drawbacks associated with alkali-impregnated carbons. Midas OCM has an ignition temperature that is similar to virgin coal-based carbons (>450°C) and since it is not impregnated with a strong alkali, is much safer to load, start-up and remove from an adsorber system.

Midas OCM is a high surface area macroporous media with a large pore volume. The lack of an impregnant means all of Midas OCM's pore volume and surface area are available for storing the sulfur produced during the catalytic oxidation of H₂S and for the adsorption of any volatile organic compounds (VOCs) that may be present in the gas stream. The high H₂S and acidic gas loading capacity of Midas OCM is not affected by the presence of high CO₂ levels. The 4mm pellet diameter offers a low pressure drop to gas flows and a superior hardness offers excellent resistance to dust and fines formation.

APPLICATIONS

Midas® OCM can be successfully used in any application where impregnated or other odor control carbons are currently used including:

- Sewage treatment plants
- Refineries and pulp and paper mills
- Odor Control
- Removal of acidic gases such as HCl and SO₂
- VOC removal

FEATURES AND BENEFITS:

- Exceptionally high H₂S loading capacity
- Longer bed life means fewer service interruptions, lower O&M costs
- High ignition temperature
- Not impregnated, safe to handle (non-corrosive)
- No dangerous pH problem when spent (non-corrosive)
- Low pressure drop
- Backed by technical support and strong QA/QC program

QUALITY CONTROL

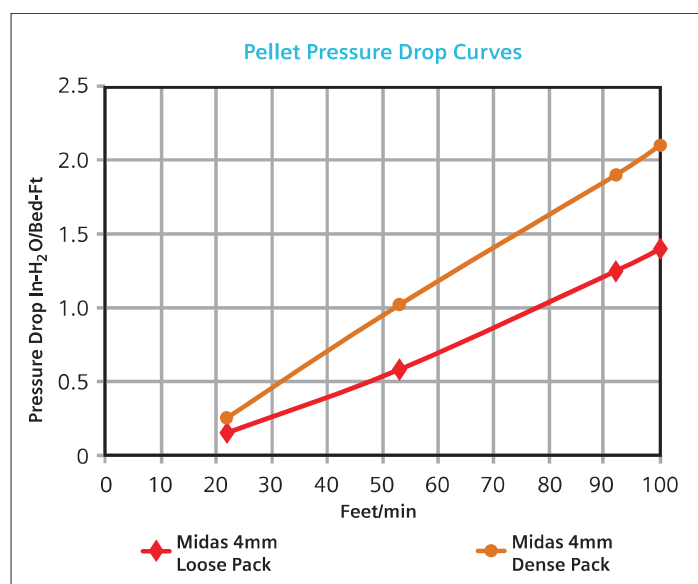
All Midas OCM undergoes extensive quality control at our State certified environmental and carbon testing laboratory located in Los Angeles, CA. The Evoqua laboratory is fully equipped to provide complete quality control analyses using ASTM standard test methods in order to assure the consistent quality of all Midas OCM carbon.

Our technical staff offers hands-on guidance in selecting the most appropriate system, operating conditions and carbon to meet your needs. For more information, contact your nearest representative.

MIDAS® OCM SPECIFICATIONS

Carbon Type	Bituminous Coal
Mean Pellet Diameter, mm	3.9 - 4.1
Apparent Density, g/cc	0.43-0.46
Hardness No.	95 min
Butane Activity	26 min
H ₂ S Capacity, gH ₂ S/cc**	0.30 min

** The H₂S breakthrough capacity is determined using ASTM standard method D6646-01. Testing is accomplished by passing a moist (85% RH) stream of air containing 1 vol. % H₂S and the selected concentration of CO₂ through a 1 inch inner diameter tube with a nine-inch deep bed of closely packed carbon at a rate of 1,450 cc/min and monitoring to a 50 ppmv H₂S breakthrough. The results are reported as grams of H₂S adsorbed per cc of carbon.



Safety Note: Unlike impregnated carbons used in odor control applications, Midas® OCM does not need to undergo long term conditioning prior to being put into service. The adsorption of VOCs and the conversion of H₂S to elemental sulfur will lead to the generation of heat within a media bed. Like any carbon bed, this heat of reaction and adsorption needs to be dissipated in order to fully assure the safe operation of the bed. If these heat sources are not properly dissipated, the carbon bed temperature may rise to the point where the carbon can ignite, leading to a fire or other hazardous condition. A description of industry-accepted engineering practices to assure the dissipation of heat and safe operation of the carbon bed can be provided upon request. Wet Midas OCM readily adsorbs atmospheric oxygen. Dangerously low oxygen levels may exist in closed vessels or poorly ventilated storage areas. Workers should follow all applicable state and federal safety guidelines for entering oxygen depleted areas.

To be effective, Midas OCM requires that oxygen and moisture be present in the vapor stream being treated. The minimum acceptable oxygen concentration is 0.5 vol% and should be at least 10 times the combined concentration of H₂S and other reduced sulfur compounds. Optimum performance can be obtained when the relative humidity of the gas being treated always ranges between 60 and 95%. Pre-humidification of Midas OCM immediately prior to it being placed into service assures full performance from initial system startup.

Midas OCM should NOT be used in applications where water condensation (free water) occurs. For example, this includes high humidity applications where temperature fluctuations cause the vapor temperature to drop below its dew point, causing water to condense in the carbon bed. The exposure of Midas OCM to condensed water can adversely effect performance.



210 Sixth Avenue, Suite 3300, Pittsburgh, PA 15222

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Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1 - Point Loma Wastewater Treatment Plant							\$501,224.16		
1			Virgin non-impregnated carbon (bituminous coal) estimated 20,000 lbs. per tower using super sacks, Polypropylene netting provided by the contractor. Bidder must list the Product Proposed	EA	3	\$17,600.00	\$52,800.00	Yes	Media Carbon Activated Corporation COL-HS 60 per Bid specification.
2			Virgin non-impregnated carbon (vapor phase, coconut shell) estimated 20,000 lbs. per tower using super sacks, Polypropylene netting provided by the contractor. Bidder must list the Product Proposed	EA	4	\$17,600.00	\$70,400.00	Yes	Media Carbon Activated Corporation COC-HS 60 per Bid specification.
3			Virgin non-impregnated carbon (vapor phase, Darco H2S) estimated 20,000 lbs. per tower using super sacks, Polypropylene netting provided by the contractor. Bidder must list the Product Proposed	EA	4	\$48,000.00	\$192,000.00	Yes	Media Norit Activated Carbon DARCO H2S per Bid specification.
4			Labor for removal of hazardous spent carbon and installation of Virgin per tower. Disposal of hazardous spent carbon to be provided by others.	EA	14	\$12,087.44	\$169,224.16	Yes	per Bid specification.
5			Labor for removal of non-hazardous spent carbon and installation of Virgin per tower. Disposal of non-hazardous spent carbon to be provided by contractor. Contractor to legally dispose of spent carbon and provide City with letter detailing the disposal location.	EA	14	\$1,200.00	\$16,800.00	Yes	per Bid specification.
Section 2 - North City Water Reclamation Plant							\$191,791.10		
6			Virgin non-impregnated carbon (vapor phase, coconut shell) estimated 20,000 lbs. per tower using super sacks, Polypropylene netting provided by the contractor. Bidder must list the Product Proposed	EA	3	\$17,600.00	\$52,800.00	Yes	Media Carbon Activated Corporation COC-HS 60 per Bid specification.
7			Labor for removal of hazardous spent carbon and installation of virgin granular or activated carbon per tower. Disposal of hazardous spent carbon to be provided by others.	EA	10	\$12,699.11	\$126,991.10	Yes	per Bid specification.
8			Labor for removal of non-hazardous spent carbon and installation of Virgin per tower. Disposal of non-hazardous spent carbon to be provided by contractor. Disposal of hazardous spent carbon to be provided by others.	EA	10	\$1,200.00	\$12,000.00	Yes	per Bid specification.
Section 3 - South Bay Water Reclamation Plant							\$771,899.52		
9			Virgin non-impregnated carbon (bituminous coal) estimated 20,000 lbs. per tower using super sacks, Polypropylene netting provided by the contractor. Bidder must list the Product Proposed	EA	4	\$17,600.00	\$70,400.00	Yes	Media Carbon Activated Corporation COL-HS 60 per Bid specification.
10			Virgin non-impregnated carbon (bituminous coal) estimated 10,000 lbs. per bed of a tower using super sacks, Polypropylene netting provided by the contractor. Bidder must list the Product Proposed	EA	8	\$8,800.00	\$70,400.00	Yes	Media Carbon Activated Corporation COL-HS 60 per Bid specification.
11			Virgin non-impregnated carbon (vapor phase, coconut shell) estimated 20,000 lbs. per tower using super sacks, Polypropylene provided by the contractor. Bidder must list the Product Proposed	EA	4	\$17,600.00	\$70,400.00	Yes	Media Carbon Activated Corporation COC-HS 60 per Bid specification.
12			Virgin non-impregnated carbon (vapor phase, coconut shell) estimated 10,000 lbs. per bed of a tower using super sacks, Polypropylene provided by the contractor. Bidder must list the Product Proposed	EA	8	\$8,800.00	\$70,400.00	Yes	Media Carbon Activated Corporation COC-HS 60 per Bid specification.
13			Virgin non-impregnated carbon (vapor phase, Darco H2S) estimated 20,000 lbs. per tower using super sacks, Polypropylene provided by the contractor. Bidder must list the Product Proposed	EA	4	\$48,000.00	\$192,000.00	Yes	Media Norit Activated Carbon DARCO H2S per Bid specification.
14			Virgin non-impregnated carbon (vapor phase, Darco H2S) estimated 10,000 lbs. per bed of a tower using super sacks, Polypropylene provided by the contractor. Bidder must list the Product Proposed	EA	8	\$24,000.00	\$192,000.00	Yes	Media Norit Activated Carbon DARCO H2S per Bid specification.
15			Labor for removal of hazardous spent carbon and installation of Virgin per tower. Disposal of hazardous spent carbon to be provided by others.	EA	4	\$12,087.44	\$48,349.76	Yes	per Bid specification.
16			Labor for removal of hazardous spent carbon and installation of Virgin per bed of a tower. Disposal of hazardous spent carbon to be provided by others.	EA	8	\$6,043.72	\$48,349.76	Yes	per Bid specification.
17			Labor for removal of non-hazardous spent carbon and installation of Virgin per tower. Disposal of non-hazardous spent carbon to be provided by contractor. Contractor to legally dispose of spent carbon and provide City with letter detailing the disposal location.	EA	4	\$1,200.00	\$4,800.00	Yes	per spec
18			Labor for removal of non-hazardous spent carbon and installation of Virgin per bed of a tower. Disposal of non-hazardous spent carbon to be provided by contractor. Contractor to legally dispose of spent carbon and provide City with letter detailing the disposal location.	EA	8	\$600.00	\$4,800.00	Yes	per spec
Section 4 - Metropolitan Biosolids Center							\$546,596.00		
19			As Needed: Centaur HSV granular activated carbon estimated 20,000 lbs. per tower using super sacks, Polypropylene netting provided by the contractor. Bidder must list the Product Proposed	EA	8	\$40,000.00	\$320,000.00	Yes	Media Calgon Carbon Corporation Centaur HSV per Bid specification.
20			Labor for removal of hazardous spent carbon and installation of Virgin per tower. Disposal of hazardous spent carbon to be provided by others.	EA	8	\$14,162.25	\$113,298.00	Yes	per Bid specification.
21			Labor for removal of non-hazardous spent carbon and installation of Virgin per tower. Disposal of non-hazardous spent carbon to be provided by contractor. Contractor to legally dispose of spent carbon and provide City with letter detailing the disposal location.	EA	8	\$14,162.25	\$113,298.00	Yes	per Bid specification.
Section 5 - Pump Station 2							\$993,290.95		
22			Virgin non-impregnated carbon (bituminous coal) estimated 20,000 lbs. per tower using super sacks, Polypropylene netting provided by the contractor. Bidder must list the Product Proposed	EA	5	\$17,600.00	\$88,000.00	Yes	Media Carbon Activated Corporation COL-HS 60 per Bid specification.

23		Virgin non-impregnated carbon (bituminous coal) estimated 10,000 lbs. per bed of a tower using super sacks, Polypropylene netting provided by the contractor. Bidder must list the Product Proposed	EA	10	\$8,800.00	\$88,000.00	Yes	Media Carbon Activated Corporation COL-HS 60 per Bid specification.
24		Virgin non-impregnated carbon (vapor phase, coconut shell) estimated 20,000 lbs. per tower using super sacks, Polypropylene netting provided by the contractor. Bidder must list the Product Proposed	EA	5	\$17,600.00	\$88,000.00	Yes	Media Carbon Activated Corporation COC-HS 60 per Bid specification.
25		Virgin non-impregnated carbon (vapor phase, coconut shell) estimated 10,000 lbs. per bed of tower using super sacks, Polypropylene netting provided by the contractor. Bidder must list the Product Proposed	EA	10	\$8,800.00	\$88,000.00	Yes	Media Carbon Activated Corporation COC-HS 60 per Bid specification.
26		Virgin non-impregnated carbon (vapor phase, Darko H2S) estimated 20,000 lbs. per tower using super sacks, Polypropylene netting provided by the contractor. Bidder must list the Product Proposed	EA	5	\$48,000.00	\$240,000.00	Yes	Media Norit Activated Carbon DARCO H2S per Bid specification.
27		Virgin non-impregnated carbon (vapor phase, Darko H2S) estimated 10,000 lbs. per bed of tower using super sacks, Polypropylene netting provided by the contractor. Bidder must list the Product Proposed	EA	10	\$24,000.00	\$240,000.00	Yes	Media Norit Activated Carbon DARCO H2S per Bid specification.
28		Labor for removal of hazardous spent carbon and installation of Virgin per tower. Disposal of hazardous spent carbon to be provided by others.	EA	5	\$14,929.09	\$74,645.45	Yes	per Bid specification.
29		Labor for removal of hazardous spent carbon and installation of Virgin per bed of a tower. Disposal of hazardous spent carbon to be provided by others.	EA	10	\$7,464.55	\$74,645.50	Yes	per Bid specification.
30		Labor for removal of non-hazardous spent carbon and installation of Virgin per tower. Disposal of non-hazardous spent carbon to be provided by contractor. Contractor to legally dispose of spent carbon and provide City with letter detailing the disposal location.	EA	5	\$1,200.00	\$6,000.00	Yes	per Bid specification.
31		Labor for removal of non-hazardous spent carbon and installation of Virgin per bed of a tower. Disposal of non-hazardous spent carbon to be provided by contractor. Contractor to legally dispose of spent carbon and provide City with letter detailing the disposal location.	EA	10	\$600.00	\$6,000.00	Yes	per Bid specification.
Section 6 - East Mission Gorge Pump Station						\$31,200.00		
32		Virgin non-impregnated carbon (bituminous coal) estimated 20,000 lbs. per tower using super sacks, Polypropylene netting provided by the contractor. Bidder must list the Product Proposed	EA	1	\$17,600.00	\$17,600.00	Yes	Media Carbon Activated Corporation COL-HS 60 per Bid specification.
33		Virgin non-impregnated carbon (vapor phase, coconut shell) estimated 20,000 lbs. per tower using super sacks, Polypropylene netting provided by the contractor. Bidder must list the Product Proposed	EA	1	\$8,800.00	\$8,800.00	Yes	Media Carbon Activated Corporation COC-HS 60 per Bid specification.
34		Labor for removal of hazardous spent carbon and installation of Virgin per tower. Disposal of hazardous spent carbon to be provided by others.	EA	2	\$1,200.00	\$2,400.00	Yes	per Bid specification.
35		Labor for removal of non-hazardous spent carbon and installation of Virgin per tower. Disposal of non-hazardous spent carbon to be provided by contractor. Contractor to legally dispose of spent carbon and provide City with letter detailing the disposal location.	EA	2	\$1,200.00	\$2,400.00	Yes	per Bid specification.
Section 7 - Grove Avenue Pump Station						\$372,016.78		
36		Virgin non-impregnated carbon (bituminous coal) estimated 20,000 lbs. per tower using super sacks, Polypropylene netting provided by the contractor. Bidder must list the Product Proposed	EA	2	\$17,600.00	\$35,200.00	Yes	Media Carbon Activated Corporation COL-HS 60 per Bid specification.
37		Virgin non-impregnated carbon (bituminous coal) estimated 10,000 lbs. per bed of a tower using super sacks, Polypropylene netting provided by the contractor. Bidder must list the Product Proposed	EA	4	\$8,800.00	\$35,200.00	Yes	Media Carbon Activated Corporation COL-HS 60 per Bid specification.
38		Virgin non-impregnated carbon (vapor phase, coconut shell) estimated 20,000 lbs. per tower using super sacks, Polypropylene netting provided by the contractor. Bidder must list the Product Proposed	EA	2	\$17,600.00	\$35,200.00	Yes	Media Carbon Activated Corporation COC-HS 60 per Bid specification.
39		Virgin non-impregnated carbon (vapor phase, coconut shell) estimated 10,000 lbs. per bed of tower using super sacks, Polypropylene netting provided by the contractor. Bidder must list the Product Proposed	EA	4	\$8,800.00	\$35,200.00	Yes	Media Carbon Activated Corporation COC-HS 60 per Bid specification.
40		Virgin non-impregnated carbon (vapor phase, Darko H2S) estimated 20,000 lbs. per tower using super sacks, Polypropylene netting provided by the contractor. Bidder must list the Product Proposed	EA	2	\$48,000.00	\$96,000.00	Yes	Media Norit Activated Carbon DARCO H2S per Bid specification.
41		Virgin non-impregnated carbon (vapor phase, Darko H2S) estimated 10,000 lbs. per bed of tower using super sacks, Polypropylene netting provided by the contractor. Bidder must list the Product Proposed	EA	4	\$24,000.00	\$96,000.00	Yes	Media Norit Activated Carbon DARCO H2S per Bid specification.
42		Labor for removal of hazardous spent carbon and installation of Virgin per tower. Disposal of hazardous spent carbon to be provided by others.	EA	2	\$8,604.19	\$17,208.38	Yes	per Bid specification.
43		Labor for removal of hazardous spent carbon and installation of Virgin per bed of a tower. Disposal of hazardous spent carbon to be provided by others.	EA	4	\$4,302.10	\$17,208.40	Yes	per Bid specification.

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
44			Labor for removal of non-hazardous spent carbon and installation of Virgin per tower. Disposal of non-hazardous spent carbon to be provided by contractor. Contractor to legally dispose of spent carbon and provide City with letter detailing the disposal location.	EA	2	\$1,200.00	\$2,400.00	Yes	per Bid specification.
45			Labor for removal of non-hazardous spent carbon and installation of Virgin per bed of a tower. Disposal of non-hazardous spent carbon to be provided by contractor. Contractor to legally dispose of spent carbon and provide City with letter detailing the disposal location.	EA	4	\$600.00	\$2,400.00	Yes	per Bid specification.
Section 8 - Otay River Pump Station							\$63,331.08		
46			Virgin non-impregnated carbon (bituminous coal) estimated 5,000 lbs. per tower using super sacks, Polypropylene netting provided by the contractor. Bidder must list the Product Proposed	EA	2	\$4,400.00	\$8,800.00	Yes	Media Carbon Activated Corporation COL-HS 60 per Bid specification.
47			Virgin non-impregnated carbon (vapor phase, coconut shell) estimated 5,000 lbs. per tower using super sacks, Polypropylene netting provided by the contractor. Bidder must list the Product Proposed	EA	2	\$4,400.00	\$8,800.00	Yes	Media Carbon Activated Corporation COC-HS 60 per Bid specification.
48			Virgin non-impregnated carbon (vapor phase, Darko H2S) estimated 5,000 lbs. per tower using super sacks, Polypropylene netting provided by the contractor. Bidder must list the Product Proposed	EA	2	\$12,000.00	\$24,000.00	Yes	Media Norit Activated Carbon DARCO H2S per Bid specification.
49			Labor for removal of hazardous spent carbon and installation of Virgin per tower. Disposal of hazardous spent carbon to be provided by others.	EA	2	\$9,665.54	\$19,331.08	Yes	per Bid specification.
50			Labor for removal of non-hazardous spent carbon and installation of Virgin per tower. Disposal of non-hazardous spent carbon to be provided by contractor. Contractor to legally dispose of spent carbon and provide City with letter detailing the disposal location.	EA	2	\$1,200.00	\$2,400.00	Yes	per Bid specification.
Section 9 - As-Needed Carbon Product Costs							\$78,200.00		
51			NAOH-impregnated granular activated carbon estimated 20,000 lbs. per tower using new carbon holding supersacks, Polypropylene netting provided by the contractor.	EA	1	\$30,000.00	\$30,000.00	Yes	Media Carbon Activated Corporation COL-IP 60 per Bid specification.
52			Midas OCM granular activated carbon estimated 20,000 lbs. per tower using new carbon holding supersacks, Polypropylene netting provided by the contractor.	EA	1	\$48,200.00	\$48,200.00	Yes	Media Calgon Carbon Corporation Centaur HSV per Bid specification.
Section 10: Bonds (Payment and Performance)							\$53,244.00		
53			Bonds (Payment and Performance)	LS	1	\$53,244.00	\$53,244.00	Yes	Actual cost of Bonds

Line Item Subtotals

Section Title	Line Total
Section 1 - Point Loma Wastewater Treatment Plant	\$501,224.16
Section 2 - North City Water Reclamation Plant	\$191,791.10
Section 3 - South Bay Water Reclamation Plant	\$771,899.52
Section 4 - Metropolitan Biosolids Center	\$546,596.00
Section 5 - Pump Station 2	\$993,290.95
Section 6 - East Mission Gorge Pump Station	\$31,200.00
Section 7 - Grove Avenue Pump Station	\$372,016.78
Section 8 - Otay River Pump Station	\$63,331.08
Section 9 - As-Needed Carbon Product Costs	\$78,200.00
Section 10: Bonds (Payment and Performance)	\$53,244.00
Grand Total	\$3,602,793.59


Contract for ITB 10090018-23-J Carbon Product Removal & Replacement for PUD


Final Audit Report


2024-03-05


Created:	2024-03-05
By:	Hugo Mora (hmora@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZCDHTFn-NITMw9YwfpbtIRkVg6BbGRag


"Contract for ITB 10090018-23-J Carbon Product Removal & Replacement for PUD" History


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 Signer anash@activatedcarbon.com entered name at signing as Anne Nash
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 Document e-signed by Anne Nash (anash@activatedcarbon.com)
Signature Date: 2024-03-05 - 11:46:10 PM GMT - Time Source: server

 Agreement completed.
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