

AGREEMENT

BETWEEN THE

CITY OF SAN DIEGO



AND

**William E. Munson
Company, Inc.**

**TO PROVIDE 34'
PACKCAT LANDING
CRAFT VESSELS**

AGREEMENT

This Agreement (Agreement) 20000082-25-K is entered into by and between the City of San Diego, a municipal corporation (City), and William E. Munson Company, Inc (Contractor).

RECITALS

- A. City wishes to purchase from Contractor and Contractor desires to sell to City the goods set forth in the attached Exhibit A (the “Goods”).
- B. City wishes to retain Contractor for the goods and services 34’ Packcat Landing Craft Vessels as further described in the Scope of Work, attached hereto as Exhibit A.
- C. City and Contractor (collectively, the “Parties”) wish to enter into an agreement whereby City will retain Contractor to provide the Goods.
- D. City intends to purchase additional Goods from Contractor over the term of this Agreement. This agreement shall function as the master Agreement. Any future purchases shall be addressed in Addendums to this master agreement, and descriptions of the specific Goods to be purchased will be addressed in subsequent corresponding Exhibits.
- E. This Agreement is exempt from competitive bidding requirements pursuant to San Diego Municipal Code (SDMC) section 22.3208(d) because the Purchasing Agent has certified that the award of a sole source contract is necessary under SDMC section 22.3016(a).

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

ARTICLE 1 CONTRACTOR SERVICES

1.1 Scope of Services. Contractor shall provide the Goods in the quantities and at the prices stated in Exhibit A, Scope of Work, which is incorporated herein by reference.

1.2 Contract Administrator. The Fire-Rescue Department is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

James Gartland
Lifeguard Chief
2581 Quivira Ct. San Diego, CA 92109
619-221-8832
jgartland@sandiego.gov

1.3 General Contract Terms and Provisions. This Agreement incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit B.

1.4 Submittals Required with the Agreement. Contractor is required to submit all forms and information delineated in Exhibit C before the Agreement is executed.

ARTICLE 2 DURATION OF AGREEMENT

2.1 Term. This Agreement shall be for an initial term Five (5) years beginning on the Effective Date. The term of this Agreement shall not exceed five years unless approved by the City Council by ordinance.

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

ARTICLE 3 COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for Goods rendered in accordance with this Agreement in an amount not to exceed \$1,261,752.30 or the amount referenced in the Purchase Order. The Amount of Compensation described in this Agreement refers to the purchase of Goods described specifically in Exhibit A. City intends to purchase additional Goods from Contractor over the term of this Agreement. Any future purchases of additional Goods will be described in future Addendums to this Agreement, with corresponding Exhibits to each Addendum. Amount of Compensation for additional Goods will be specifically described for each purchase of additional Goods in said Exhibits. These Exhibits will define the Scope of Work and the specifications for each subsequent purchase, and will be chronologically labeled as **Exhibits A.1, A.2, A.3**, etcetera.

ARTICLE 4 WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE 5 CONTRACT DOCUMENTS

5.1 Contract Documents. This Agreement including its exhibits completely describes the goods and services to be provided.

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

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

CONTRACTOR
William E. Munson Company, Inc.

CITY OF SAN DIEGO
A Municipal Corporation

By: William E. Munson Co.

By: C. Abarca

Name: Jon Wise

Name: Claudia Abarca

Title: President

Director, Purchasing & Contracting

Date: 4-2-2025

Date: Apr 24, 2025

Approved as to form this 30th day of
April 20 25
HEATHER FERBERT, City Attorney

By: Daniel Orloff
Daniel Orloff (Apr 30, 2025 15:33 PDT)

Deputy City Attorney

Daniel Orloff

Print Name

EXHIBIT A SCOPE OF WORK

A. OVERVIEW

The Lifeguard Division, under the City of San Diego Fire-Rescue Department, is seeking to standardize its fleet of emergency response vessels by acquiring the 32'-38' PackCat welded aluminum catamaran landing craft. The primary goal is to replace the existing fireboat fleet with a more reliable and versatile platform that can better meet the Lifeguard Division's operational requirements. These vessels will operate in the dynamic and varied waters around the City of San Diego, including coastal regions, Mission Bay, and can be utilized for mutual aid for the greater San Diego County. The 32'-38' PackCat provides enhanced performance, greater safety, and long-term durability, making it an ideal solution for the department's evolving needs.

Contractor shall provide the City of San Diego Fire- Department with a 32'-38' PackCat welded aluminum catamaran landing craft vessel. Over the 5-year term of the agreement the city intends to purchase two (2) additional fire boats (3 boats in total) utilizing the same platform.

The City's goal is to maintain a consistent procurement strategy, committing to purchasing the same PackCat vessel model throughout the duration of the agreement. This approach is intended to simplify both the acquisition process and future fleet management, ensuring that all vessels in the fleet are of the same make and design. The standardization is expected to yield benefits in areas such as:

- **Training:** Having the same vessel model across the fleet means that lifeguards, fire rescue personnel, and mechanics can be trained on a single, standardized platform, leading to improved operational efficiency and safety during emergency responses.
- **Maintenance and Repairs:** Standardizing the fleet with a single vessel type also helps streamline maintenance procedures, spare parts management, and repair protocols, reducing costs and minimizing downtime.
- **Operational Consistency:** The uniformity of the fleet will ensure that all vessels share the same performance characteristics, which is critical for maintaining predictable and reliable response capabilities during emergencies.

Future fleet purchases will be addressed in a series of **Exhibits** attached to the main Agreement. These exhibits will define the scope of work and the specifications for each subsequent purchase, and will be chronologically labeled as **Exhibits A.1, A.2, A.3**, etc. This ensures that any new purchases, whether they are for additional vessels or replacement units, will be properly documented, clearly defined, and agreed upon by both parties.

If, at any point during the term of the agreement, the parties mutually agree that no further fleet purchases will be made, the agreement will be considered concluded. This conclusion will be formalized through a written letter agreement, which will also be incorporated into the main

contract as an amendment. Such an agreement would mark the end of the fleet acquisition process, barring any new developments or needs that might arise in the future.

This agreement shall function as the master Agreement. Any future purchases shall be addressed in Addendums to this master agreement, and descriptions of the specific Goods to be purchased will be addressed in subsequent corresponding Exhibits.

Benefits of the PackCat Vessels:

- **Enhanced Performance:** The PackCat design allows for a high level of performance in a wide range of sea conditions. Its catamaran hull provides improved stability and smoothness during high-speed operations or when operating in rough water. This makes it ideal for search-and-rescue operations, fire suppression, and other emergency response tasks.
- **Greater Safety:** The PackCat's twin-hull configuration significantly enhances stability, reducing the risk of capsizing or instability during critical operations. The design is also optimized for maneuverability, which is particularly important when navigating busy, congested, or shallow waters.
- **Long-Term Durability:** The aluminum construction offers durability, corrosion resistance, and long-term reliability. This is especially important for vessels operating in the saltwater environment of the San Diego coastline, where exposure to corrosive elements can significantly shorten the lifespan of boats not built to withstand such conditions.
- **Versatility for Multiple Missions:** The design of the PackCat makes it adaptable for a wide variety of emergency response missions, including fire suppression, search and rescue, water rescues, and marine firefighting operations. Its size and capabilities allow it to effectively operate in both large, open water environments and smaller, more confined spaces like Mission Bay.



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July 29, 2024
Specification And Quotation
For One
34' PackCat Landing Craft
For
San Diego Swiftwater-Flood Rescue Team
Contact: Mike Cranston
Phone: 619-952-6435
Email: mgcranston@sandiego.gov

OVERVIEW: The following describes a 34' PackCat welded aluminum catamaran landing craft (U.S. Patents D739331S and 8281730B2) 2025 production model. Detailed drawings will be submitted for approval prior to construction. Boat shall exit the factory as a completed vessel, adhering to the following specifications. Pricing is based on raw material costs at time of quote. Pricing is subject to change based on actual material costs at the time of construction.

GENERAL SPECIFICATIONS:

1. Hull Length: 34 feet
2. Beam: 13 feet
3. Transom Deadrise: 24 degrees each hull section
4. Person and Cargo Capacity: 6000 lbs
5. Propulsion: Quad 250 DES Yamaha Four Stroke Outboard Motors
6. Fuel Capacity: 260 gallons gas (Dual 130 gallon tanks) 90 gallon diesel
7. Bow Door Clearance: 76 inches
8. Bottom Plating: 1/4 inch 5086-H116
9. Side Plating: 1/4 inch 5086-H116
10. Deck Plating: 3/16 inch 5052-H32
11. Centerline Vertical Keel (CVK): 1/2" x 6" 6061-T6

HULL PACKAGE:

34' PackCat landing craft incorporating two symmetrical longitudinally aligned hull sections with 24° deadrise, a low profile tunnel connecting the two longitudinally aligned hulls, and 76" wide bow door.

The tunnel shall be in the water at rest to add stability and floatation.

Hull shall include three (3) structural bulkheads; all bulk heads shall be watertight, the aft three (3) compartments shall be drained via bilge pumps.

8" welded aluminum inspection hatches shall be installed to provide access to all below deck compartments.

Eight (8) 10" welded aluminum cleats shall be installed. (4 Per Side)

A ¾" aluminum double padeye shall be welded on centerline of the bow.

¼" rolled plate, 7" radius bow corners shall be installed on the port and starboard sides of the bow door opening.

The transom shall be setup for outboard power and set at 103 degrees off baseline for proper outboard trim

The motor well shall be self-bailing via two 2.5" pipe drains running out through transom. Drains shall be equipped with rubber flappers to divert water from entering slop well when operating the boat in reverse.

316 Series Stainless Steel fastening hardware shall be used throughout the vessel.

WELDING:

The hull and superstructure shall be constructed of marine grade aluminum and MIG welded throughout.

All weld seams in the hull shall be welded 100%, both interior & exterior.

All welding shall be performed in accordance with American Welding Society D1.2-2003 procedure qualifications.

All surface areas shall be shiny, mill finish, with no grind marks, splatters, or blemishes.

HULL OUTFITTING:

1¼" Sch 40 pipe safety railings shall be installed 36" above main deck along port & stbd sides from stern to midship. Handrail layout will be approved by the City of San Diego.

Two (2) 1¼" x 4" Beaching wear plates shall be installed, one on each bow forefoot.

A wave breaker shall be installed on forward hull span between the two catamaran hulls to increase ride comfort.

Two (2) 26" wide side doors shall be installed, one (1) port and one (1) Strb. Doors shall swing inboard and forward in direction, and lock in the closed position.

One (1) Johnson Duramax DB-503 3" D-rubber shall be welded to the port and starboard exterior of the hull, near the water line, to serve as a hull stiffener. Stiffener will be welded continuously 100%. The top side of the hull stiffener will be fitted with a handrail to aid swimmers / personnel in the water.

Eight (8) Open scuppers installed flush with the deck at midship, two (2) large pipe drains in the stern, and two (2) 1" pipe drains at the bow shall create a self-bailing main deck. Drains and scuppers shall be sized and installed in accordance with ABYC deck drainage requirements.

Four (4) 15" x 24" welded aluminum deck hatches shall be installed on the main deck.

Six (6) Tie Down Pockets shall be installed in the main deck.

Johnson Duramax DB-503 3" D-rubber fender shall be installed on the gunwale, port and starboard sides. D-rubber shall be permanently attached with a full length capture rail 100% welded to the hull and mechanically fastened on each end to prevent "shrinkage" in cold temperatures. All breaks in the D-Rubber shall be capped with welded aluminum, interruptions shall be flat plate, terminations shall be angled aluminum tubing to create a smooth transition. (Skip welding techniques shall not be used)

Two (2) 5 lb Divers Dream zinc anodes, shall be installed on brackets that are welded to the transom.

3/8" drain holes shall be installed in all exterior storage compartments.

BOW DOOR OUTFITTING:

A 76 inch wide drop down bow door shall be installed to enable personnel transport.

The hull shall incorporate port and starboard bow lockers framing the door opening.

A Thern manual SS bow door winch with brake shall be installed on the port side bow locker for opening and closing the bow door.

The winch cable runs through stainless steel cheek pulleys on each side of the door providing equal tension on both sides when opened and closed.

The bow door shall be outfitted with two (2) 3/4" stainless steel positive locking pin to prevent the bow door from opening while underway.

A replaceable rubber gasket seals the bow door watertight when closed.

The inside face of the bow door shall be double plated for a smooth working surface.

3" D-rubber shall be installed on the leading edge of the bow door.

The port and starboard bow door lockers shall be extended aft and incorporate weatherproof lockable hatches to provide additional storage.

FUEL SYSTEM:

Twin 130 gallon non-integral fuel tanks shall be installed complete with fill, vent, 12V senders and fuel level gauges on console. Fuel tanks shall be built from 1/4" plate, pressure tested to 4 psi and bolted into hull framing using doublers and stainless steel fasteners.

Fill and vents shall be located to provide for ease of filling and to prevent the accidental discharge of fuel into the environment.

Fuel fills should be color coded and easily identifiable as gas and diesel to prevent fuel contamination mix ups.

Fuel system hoses; Fuel fill and vent hoses shall be USCG Type A2, fuel distribution hoses shall be USCG Type A1-15

Two (2) Racor fuel filter/water separators shall be installed complete with shut off valve.

Fuel system shall comply with U.S. diurnal emission standards.

12V 140 CFM bilge blower installed in fuel tank compartment.

A Wema fuel level sending unit capable of integrating into the vessels engine propulsion multifunction display.

A 90 gallon non-integral diesel fuel tank shall be installed complete with fill, vent, 12V sender and fuel level gauge on console. Fuel tank shall be built from ¼" plate, pressure tested to 4 psi and bolted into hull framing using doublers and stainless steel fasteners. 90 gallon diesel tank will provide fuel to the fire pump and the generator.

Fuel Fills to be color coded for gas and diesel. Red for gas and green for diesel.

WHEELHOUSE:

A 108" wide x 118" long x 80" tall walk around wheelhouse shall be installed aft on centerline. House is constructed from .190" plate and framed as per std. house framing using 1.5" square tube.

House is equipped with two (2) Diamond Seaglaze 24" sliding side doors, one (1) port and one (1) Strb. The Doors shall have a window and lock installed.

House has aluminum framed sliding windows installed, two (2) forward, one (1) port and one (1) starboard. Two (2) installed midship of main cabin, one (1) port and one (1) starboard. The most aft side windows will be fixed. The aft bulkhead will be fitted with sliding type windows.

The minimum "headroom clearance" from the deck to the lowest fixed point on the overhead must be no less than 78".

The wheelhouse roof is outfitted with 1" pipe top railing.

1" pipe handrails shall be install on the exterior perimeter of the wheelhouse.

The house deck is non-skid coated with rubber matting.

An aluminum control console with angled face and an overhead radio bar shall be installed in the wheelhouse on the starboard side. The design will allow the operator to easily steer while both sitting & standing.

Four (4) Cup holders shall be installed at the console.

A Co-pilot / fire control console with storage shall be installed opposite the main console.

Access to the console shall be provided by a flush mounted bolt on access panel on the forward side of the console for ease of maintenance and future upgrades.

The aft side of the console shall include 3/16" welded aluminum weatherproof hatches with 1-1/2" angle aluminum frame, key lockable 316 series Stainless Steel "T" handle latches, welded 100mm aluminum hinges with grease fitting and Stainless Steel pins, and 1/8" thick PORON neoprene hatch seal.

A command / control console with storage shall be installed aft of the main console.

The wheelhouse interior shall be insulated with 1.5" Navyboard fiberglass insulation and paneled with carpeted panels for sound deadening purposes.

Two (2) 1" pipe overhead grab rails shall be installed inside the wheelhouse, running lengthwise, offset from centerline. (one port, one starboard)

Pipe ladder rungs shall be welded to the side of the wheelhouse to provide access to the roof.

Removable, non-slip, anti-fatigue black rubber mat shall be installed in the wheelhouse.

Two (2) SHOXS 3400-X8 captain seats with adjustable pedestals shall be installed in the pilot and co-pilot positions. Seats incorporate arm and backrest, 7 1/2" slide, and footrest.

Three (3) SHOXS 3400-X8 captain seats with adjustable pedestals shall be installed on the interior full width aft seat locker. Seat locker storage compartment is accessed through 3/16" welded aluminum weatherproof hatches with 1-1/2" angle aluminum frame, 316 series Stainless Steel "T" handle latches, welded 100mm aluminum hinges with grease fitting and Stainless Steel pins, and 1/8" thick PORON neoprene hatch seal.

A 12" SCBA storage rack shall be integrated behind the backrest along the port side EMS bench. Access to the storage compartment is provided through cargo nets on the face of the locker.

Four (4) Exterior Lockers shall be installed on the front of the wheelhouse, two (2) port and two (2) Strb. Each locker storage compartment is accessed through 3/16" welded aluminum weatherproof hatches with 1-1/2" angle aluminum frame, 316 series Stainless Steel "T" handle latches, welded 100mm aluminum hinges with grease fitting and Stainless Steel pins, and 1/8" thick PORON neoprene hatch seal. Each lower storage locker is capable of storing three (3) SCOTT X3 SCBA 45 min fresh air systems and three (3) SCOTT X3 45 min spare bottles.

REFRIGERATOR:

An Isotherm Cruise cooler box shall be installed in the co-pilot seat box. Cooler will run on AC/DC power.

WATER SYSTEMS:

35 gallon polyethylene tank suitable for potable water shall be installed below decks and

plumbed for freshwater use.

12V freshwater wash down pump system shall be installed complete with spigot, 25' hose coil, and nozzle. Storage for the hose coil shall be supplied. System is designed to be used for, diver and dive equipment wash down. Pump is a 5.2 gpm Johnson "Aqua Jet" or equivalent.

HEATING AND AIR CONDITIONING:

A Webasto AT40 forced air diesel fired cabin heater rated for 12,000 BTU's shall be installed complete with thermostat and outlets for windshield defrost and cabin heat. Fuel to be supplied from the main diesel fuel tank.

One (1) 120V Dometic Dura-Sea air conditioners with heating element & control knob shall be installed on the wheelhouse roof. The A/C units run via genset or shorepower.

ANCHORING:

Vessel will include an anchor package consisting of one (1) 33lb Rocna anchor, 30' of 3/8" galvanized chain and 150' of 9/16" three strand Proset anchor line.

Proper storage for the anchor shall be provided.

An anchor roller on a fixed bracket shall be installed on the vessel with all related hardware.

TOWING:

A 6" Sch 80 aluminum pipe tow bit with 1" 316 stainless crucifix pin shall be installed aft on centerline. The towing bit shall be sized to accept one round turn and three figure eight's of the towline.

A tow line guide shall be integrated into the motor guard.

A tow line spool shall be installed at/on the tow bit.

DIVING:

Four (4) Roll Control tank holders shall be installed to accommodate compressed air tanks (scuba tanks).

A removable flip out dive ladder shall be installed on the bow door.

A removable side door dive ladder shall be included with the vessel. Storage for ladder will be provided.

A removable flip out dive/recovery ladder shall be installed on the swim step. A storage bracket shall be mounted for stowing the ladder in the up position when not in use.

STERN GUARDS AND PLATFORMS:

A fixed aluminum guard made from 2" aluminum pipe shall be welded to the transom to protect the outboard motors.

A full width welded aluminum swim step with non-skid shall be installed on the transom.

ELECTRICAL SYSTEM:

The vessel's electrical system shall be 12vDC and 120vAC.

All electrical cable shall be marine grade copper tinned boat cable and labeled for each circuit.

Cables should be routed in wireways wherever possible. Wherever exposed to potential damage, cables shall be protected with rubber.

Electrical cable shall be sized in accordance with the American Boat & Yacht Council.

All electrical cables shall be marked in accordance with the markings in electrical drawings.

All electrical switches shall be of a heavy-duty type and properly insulated.

The electrical system shall be grounded. In any case the hull shall not be used as part of a galvanic feeding loop.

GENERATOR:

An Onan 7.5KW 7,500 watt diesel generator shall be installed under deck in the main machinery room. Generator is raw water cooled / wet exhaust. Main machinery room will be fitted with flush and guttered deck hatch.

Generator to have remote start / stop panel located at the main console.

Main machinery room will be outfitted with 12V powered ventilation. Delta "T" Systems model # DLT- 500-311122IP 11" 1,400 CFM.

Generators fuel supply will be provided via main 90 gallon diesel tank.

Racor fuel filtration with positive shut off valve shall be supplied.

System to be plumbed through a thru-hull valve outfitted with a stainless steel raw water strainer.

Generator exhaust will be plumbed through a wet lift muffler exiting the hull.

Generator compartment will be fitted with fire suppression system.

120V AC ACCESSORIES:

One (1) 125v 60hz 30amp shorepower circuit with transfer switch (for use with generator) shall be installed in the vessel.

A 50' 30 amp shore power cable shall be supplied.

One (1) Blue Seas Systems 360 series 1206 main breaker panel fitted with Volt Meter and

ProSafe 60amp galvanic isolator.

One (1) Blue Seas Systems 360 series 1210 four position breaker panel will be provided.

Three (3) 125v AC 15 amp GFI Duplex outlets will be installed in the main wheelhouse.

One (1) ProTournament Elite Series 36 AMP / 3 bank battery charger installed in conjunction with shorepower.

Six (6) 120V AC 15 amp GFCI Duplex outlets shall be installed.

12V DC ACCESSORIES:

Two (2) 12V 16 position Blue Seas 360 distribution panels shall be installed on the console.

A set of three (3) 12V self-parking windshield wipers shall be installed on the forward windshields. Each wiper assembly consists of a fully sealed, marine rated wiper motor fitted with a heavy duty pantographic wiper arm and matching blade.

One (1) Windshield Washer System shall be installed to work with the wiper system.

Two (2) 12V two-speed fans shall be installed overhead at the console to aid in windshield defrosting.

One (1) 12V air trumpet horn shall be installed with momentary push button on dash.

Two (2) combination 12V power / USB receptacles shall be installed at the main console for charging cell phones and tablet devices.

Raw water wash down pump system shall be installed complete with spigot, 25' hose coil, and nozzle. Storage for the hose coil shall be supplied. Pump is a 5.2 gpm Johnson "Aqua Jet" or equivalent.

Six (6) 12V 2000 GPH Rule bilge pumps with ultra Safety systems float switches shall be installed.

A High water alarm system shall be installed in the bilge.

BATTERIES:

One (1) house battery bank shall be installed. Bank includes two (2) Optima group 31 AGM batteries and an automatic charge relay / combiner circuit tied to the main engine battery start banks. This allows the house bank to be charged via the main engine alternators and to start the engines off the house bank in the event of an emergency.

Two (2) engine battery start banks shall be installed. Each bank includes two (2) Optima group 31 AGM batteries and an automatic charge relay / combiner circuit tied to the main engine battery start banks. This allows each start bank to be charged via all main engine alternators. Batteries shall be stored in plastic battery boxes, secured in a custom cut aluminum frame located in a ventilated compartment.

All batteries shall have the means for disconnect and emergency paralleling via battery switch.

LIGHTING:

One (1) LED Navigation lights shall be installed to USCG Standards.

One (1) Mast lighting for restricted maneuvering shall be installed with 360 degree visibility.

Two (2) 12V LED red/white dome lights shall be installed in the wheelhouse. Lights to be dimmable and controllable at each light.

Four (4) Ignition protected LED Lights with local and remote switches shall be installed under the deck.

Eight (8) Lumitec Capreral LT LED flood lights shall be installed on the wheelhouse roof. Two (2) forward, two (2) aft, two (2) port and two (2) Strb.

One (1) Rigid Industries 40" curved flood light bar shall be installed on the wheelhouse rooftop. Controls for the light bar shall be installed at the console.

One (1) Carlisle and Finch 200W Xenon Searchlight with a control pad on the console.

One (1) Whelen light bar with six (6) Whelen ION mini strobe lights. Light shall be blue in color. Controls for the light bar shall be installed at the console.

Eight (8) Lumitec "Andros" Blue LED Courtesy lights shall be installed along the gunnel on the main deck.

NAVIGATION ELECTRONICS:

A Simrad NSS12 Evo3 12" multifunction GPS plotter/sounder shall be installed at the main console. Installation to include local area maps, GPS antenna. Two (2) sonar's shall be installed, one (1) thru-hull part # to provided CHIRP, temperature & depth and one (1) transom mount part # , to support sidescan capability.

An additional Simrad NSS12 Evo3 12" touchscreen multifunction display shall be installed at the co-pilot console.

A Simrad 4G Solid State 19" Radome shall be integrated into the navigation system. This system features a 165mW 36nm Hi Def Dome with 5.2 degree beam width and variable rotation speed (24/36 rpm).

The radar dome shall be mounted on a plate radar arch.

Two (2) Icom M506-11 VHF radios shall be installed complete with 8' Shakespeare antenna mounted on the wheelhouse roof.

A hailer horn will be added to the VHF package.

A Simrad V5035 Class A AIS Transceiver shall be integrated into the navigation electronics system.

A Simrad StructureScan 3D Module and transducer shall be integrated into the navigation system.

A Whelen siren / hailer system shall be installed to include a WPA-3 control head, 100 W amplifier and composite speaker. The system controller and microphone shall be installed at the console.

An additional 100W Siren speaker horn shall be installed on the vessel.

A Flir M Series, Model M-364C-LR, thermal imaging night vision camera shall be installed. Unit comes complete with pan/tilt function, joy stick control pad at the console, low light sensor and will be integrated with the Simrad NSS12 Evo3 display.

A 4.5" Ritchie lighted / dimmable compass shall be installed on operator dash.

A Clarion Marine Black Box Digital Receiver, MFG# CMS2, with waterproof control head shall be installed. System includes a Global AM/FM/WX tuner with USB, AUX, and Bluetooth inputs and is Sirius, iPhone/iPod/Android ready. Installation includes four (4) 100W box speakers and a marine quality antenna.

Install two (2) protected radio circuits for customer supplied and installed 800 MHz radios after delivery.

OUTFITTING AND SAFETY EQUIPMENT:

A carbon monoxide / smoke detector shall be mounted in the wheelhouse.

Two (2) 10lb CO2 Kidde Fire Extinguishers shall be installed with mounting brackets.

One (1) Fireboy MA2 Series automatic engine room flooding fire extinguishing system to be installed with manual pull cable at operator console.

Two (2) 24" life rings shall be installed with mounting brackets.

The vessel shall be outfitting with a premium docking package consisting of four (4) 5/8" x 25' dock lines, two (2) 5/8" x 35' spring lines, and three (3) 11" x 30" F-Series black fenders.

One (1) Fireboy automatic engine room flooding fire extinguishing system to be installed with manual pull cable at operator console.

Brackets shall be installed on the wheelhouse roof for securing a Stokes basket. (Customer to supply Stokes Basket)

Four (4) Ziamatic "Walkaway" spring clip scba brackets shall be installed in the vessel.

An EPIRB, Model ACR GlobalFix i-PRO #2848 406 MHz, shall be installed with manual deployment.

The vessel shall include the following outfitting equipment:

One (1) 24" Ring Buoy with mount (Model# C/J 1123-24)
 One (1) 12" Pry Bar (Model# CAM MB12)
 One (1) 24" Bolt Cutter (Model# 48-22-4024)
 One (1) 10' Pike Pole (Model# 485C61)
 One (1) 24.5" Scoop Shovel (Model# 2672100)
 One (1) Adj. Hydrant Wrench (Model# SW3 RH)
 One (1) Basket Stretcher (Model# 2LBB7)
 One (1) Flotation Collar (Model# 8MA89)
 One (1) 2A:20BC Fire Extinguisher (Model# 26-1170)
 One (1) 4A:80BC Dry Chem. Fire Ext. (Model# AMERE-441)
 One (1) 6lb. Flathead Axe (Model# 485C35)
 One (1) Forcible Entry Tool (Model# 12N144)
 One (1) Spanner Wrench Set (Model# 32J050)
 Four (4) TFT Spanner Wrench (Model# A3813 TFT)
 Four (4) Storz Spanner Wrench (Model# STZ SPANNER RED HEAD)
 One (1) 10lb. Sledge Hammer (Model# DWHT56029)
 One (1) Grappling Hook Kit (Model# ANB GB-G)
 Four (4) Type II life Jacket (Model# PFD 102000-200-005-12)
 Six (6) Type II life Jacket (Model# PFD 102000-200-004-12)
 Two (2) Type II life Jacket (Model# PFD 102000-001-12)
 Three (3) Type II life Jacket (Model# PFD 102000-0200-002-12)
 One (1) Tool Set with Soft Case (Model# 538864)
 Two (2) Telescoping Boat Hook, 3.5'-8' (Model# GAR 55170)
 Two (2) 2.5" Double Male (Model# AA6NJ-NJ)
 Two (2) 2.5" Double Female (Model# AA7NJ-NJ)
 One (1) 4" Storz to 2.5" Reducer (Model# AA2SP-NJ)
 One (1) 2.5" to 1.5" Reducer (Model# H-A)
 One (1) 2.5" to 4" Storz Increaser (adaptor) (Model# AA1SP-NJ)
 One (1) 1.5" to 2.5" Increaser (adaptor) (Model# AA11NF-NJ)
 One (1) 2.5" x (2)1.5" Gated Wye (Model# AYNJ-NF)
 One (1) 2.5" Gated Wye (Model# AY5NJ-NJ)
 One (1) 4" Storz to (2) 2.5" Gated Wye (Model# AY8SP-NJ)
 One (1) 2.5" Plug (Male Thread) (Model# A05NJ)
 One (1) 2.5" Cap (Female Thread) (Model# A01NJ)
 Four (4) 4" Hose with Storz Connector (Model# DP40-600-50-UL-BRN / 4" Hose)
 Four (4) 2.5" Hose (Model# DP25-800-50-UL-BRN / 2.5" Hose)
 Four (4) 1.5" Hose (Model# DP15-800-50-UL-BRN / 1.5" Hose)
 Two (2) 2.5" Combination Nozzle (Model# 12204)
 Two (2) 1.5" Combination Nozzle (Model# 3878511)
 One (1) Cellar Nozzle (Model# 2046-2.5 CG-25 Nozzle)
 One (1) 1.5" Foam Eductor w/ Matching Nozzle (Model# UE-125-NF)
 One (1) 1.5" HE Foam Nozzle, Multi-Expansion (Model# FJ-MX-125-NF)
 One (1) 1.5" LE Foam Nozzle (Model# FJ-LX-FQ)
 One (1) 1.5" Mid-Matic w/grip for LE Foam Nozzle (Model# HM-VPGI)

PAINT, GRAPHICS, AND MARKINGS:

Matson Industrial Floor Grip Non-skid deck coating shall be applied to all main deck walking surfaces. (Color- 223 Gray)

Port and Strb. gunwales shall include 3-M adhesive non - skid with edge guard adhesive.

E-Paint anti-fouling bottom paint system with epoxy barrier coat applied to 4" above waterline. (Black)

Top side of hull to remain bare aluminum finish. "Sharkhide" Aluminum Protectant shall be applied to the hull exterior.

Reflective vinyl graphics shall be applied. (Specifics to be determined after order has been received). Customer to approve the graphics prior to installation.

A U.S. Coast Guard rating placard shall be installed at the dash.

A bow door warning placard shall be installed adjacent to the bow door.

Cabin interior components painted Zolatone silver gray.

Outlet shall be installed with placard indicating the outlet supplies "120VAC/60Hz" power.

If the extinguisher is mounted inside a locker, there shall be a red-backed placard labeled "Extinguisher Inside" affixed to the exterior of the locker.

PROPULSION:

Quad 250 HP Yamaha 4.2L V6 outboard engines with Digital Electronic Steering (DES), Digital Electronic Control (DEC) and stainless steel propellers shall be installed. Engine shaft lengths will be selected to match the transom design height.

Two battery start banks shall be installed, one bank for port engines, one bank for starboard engines. Battery banks are connected by selector switches, allowing emergency parallel between the two banks.

Yamaha's full Helm Master EX Maneuverability System shall be installed. Installation at the main helm includes quad-engine Digital Electronic Control (DEC) binnacle, joystick, autopilot, Digital Electronic Steering (DES) with tilt helm, CL5 digital touchscreen display, and Electronic Key Switch (EKS) kit.

The Electronic Key Switch Kit includes a quad-engine pushbutton start/stop panel, emergency stop panel with lanyard, two key fobs and Yamaha's Y-COP theft deterrent system.

A Side-Power 12V 6HP bow thruster with joystick control shall be installed. Installation includes a dedicated battery bank and battery combiner tied to the main engine circuit to maintain the thruster bank at full charge.

A 12V 2000 GPH Rule bilge pump with ultra Safety system float switch will be installed in the thruster compartment.

MACHINERY COMPARTMENT:

The machinery compartment shall be one compartment and shall include a flush and guttered engine hatch on the aft deck

Engine hatch shall be large enough to remove the fire pump engine, provide a weather tight seal when closed, include Flush mounted stainless steel hinges, and shall be lockable in the open position. Handles shall be inset and flush to the deck.

The machinery compartment shall incorporate two air intake boxes on the aft deck for 12V powered Delta "T" Systems model # DLT- 500-311122IP 11" 1,400 CFM fans. powered ventilation will be provided for combustion air intake.

Engine stringers shall be 3/8" plate, continuously welded, and shall include gussets under the engine mounts.

FIRE SYSTEM:

The vessel shall comply with all requirements of NFPA 1925: Standards on Marine Firefighting Vessels for Type IV vessels.

The pump shall be a HALE 80FC series, single stage, centrifugal, single suction impeller, engine mounted fire pump capable of outputting 2500 GPM @ 150 PSI.

Pump to be outfitted with 12V vane type (oil-less) priming system.

Pump Engine: Duramax 6.6L turbocharged 450 HP-V8, 3500 rpm diesel marine engine equipped with 12V starter, instrument panel with tachometer, hourmeter, coolant thermometer, inlet pressure gauge, discharge pressure gauge, ammeter, oil pressure gauge and start/stop switch.

Pump engine to be heat exchanger cooled a dedicated thru-hull pick-up, valve and stainless-steel sea strainer.

A dedicated battery start bank shall be installed for the fire pump engine with a remote battery switch and automatic charging relay (ACR) interconnect to allow for starting off the house/main engine battery banks.

Fire pump engine to run off independent diesel tank and fuel filter assembly.

Main machinery room will be outfitted with 12V powered ventilation. Delta "T" Systems model # DLT- 500-311122IP 11" 1,400 CFM.

The fire system (Pump and Engine) shall be installed in the machinery compartment.

The fire pump shall be regulated via a PumpBoss 200 governor. Allows for control of the fire pump engine via either engine RPM or raw water discharge pressure.

Fire pump system will be outfitted with a thermal safety relief valve to ensure safe operation of the pump during extended fire - fighting events.

The governor also provides engine diagnostics, fault alarms, and engine operating information.

A Fireboy MA2 Series automatic / manual engine room flooding fire extinguishing system to be installed with manual pull cable at operator console.

Fire pump shall be installed with a welded aluminum thru-hull 8" suction and removable sea

strainer. The suction line will be outfitted with a section of 8" "soft" hose to allow for pump vibration. A manual butterfly valve shall be installed to isolate the thru-hull.

A custom aluminum "Serviceable Sea Chest" will be installed in the machinery room. The sea chest will have an 8" male cam-lock welded to the thru-hull with an 8" female cam-lock water tight cap. The sea chest shall extend above the resting waterline such that the intake can be cleaned while the vessel is in the water.

Pump will supply a 6" diameter fire main running forward.

A 4" fire main branch shall extend to the port bow and terminates at a fire monitor station with 4" ANSI flange.

A Task Force Tips "Valve Under Monitor" (V.U.M.) shall be installed at the station. V.U.M. will be outfitted with a 4" ANSI inlet and a 4" ANSI outlet. V.U.M. will feature two (2) 2.5" MNH gated 90 degree elbows with integral quarter-turn valves. Each gated elbow will be equipped with 2.5" FNH x 1.5" MNH reducer and a 1.5" FNH blind cap.

Gated elbows allow for hand tack lines to be used off the V.U.M.

A Task Force Tips Crossfire monitor rated at 1250 GPM shall be installed at the starboard bow monitor station. Monitor includes manual horizontal rotation with locking lever, handwheel-crank vertical elevation, pressure gauge and automatic drain valve.

The monitor has a 3" ANSI flange inlet adapter with quick disconnect and a 2.5" NHM outlet.

A quad-stacked tip and stream straightener shall be included.

A 4" fire main branch shall extend to the starboard bow and terminates at a fire monitor station with 4" ANSI flange.

A Task Force Tips "Valve Under Monitor" (V.U.M.) shall be installed at the station. V.U.M. will be outfitted with a 4" ANSI inlet and a 4" ANSI outlet. V.U.M. will feature two (2) 2.5" MNH gated 90 degree elbows with integral quarter-turn valves. Each gated elbow will be equipped with 2.5" FNH x 1.5" MNH reducer and a 1.5" FNH blind cap.

Gated elbows allow for hand tack lines to be used off the V.U.M.

A 4" fire main branch shall extend to the aft deck and terminates at a fire monitor station with 4" ANSI flange.

A Task Force Tips "Valve Under Monitor" (V.U.M.) shall be installed at the station. V.U.M. will be outfitted with a 4" ANSI inlet and a 4" ANSI outlet. V.U.M. will feature two (2) 2.5" MNH gated 90 degree elbows with integral quarter-turn valves. Each gated elbow will be equipped with 2.5" FNH x 1.5" MNH reducer and a 1.5" FNH blind cap.

Gated elbows allow for hand tack lines to be used off the V.U.M.

A 3" fire branch terminating at a fire monitor station shall be located on the wheelhouse roof forward on centerline. A 4" electric remote-controlled I.V.U.M. valve shall be installed in the branch to control water flow.

The monitor station shall be outfitted with a Task Force Tips Monsoon 1250 remote control monitor. The monitor can flow up to 1,250 GPM and shall be outfitted with a TFT Master Stream 1250 electric nozzle capable of variable output from fog to a straight stream.

Monitor, nozzle, and valve are operated via a TFT joystick and control panel at the fire control console.

Stainless steel Victaulic couplers to be used at all pipe breaks.

A 50 gallon fixed foam tank shall be installed.

A Task Force Tips 2-1/2" self-educting foam nozzle shall be supplied and designed to run off the Strb. bow monitor. Foam induction is performed through a venturi at the nozzle.

A Task Force Tips 1-1/2" self-educting foam nozzle (125GPM 1.5"Fx1.5"M) for 1 1/2" hand line shall be supplied and designed to run off the port bow VUM.

A fill funnel shall be supplied for mess-free filling of the foam tank.

CBRNE DETECTION:

One (1) Laurus MiniRad-V G2 Radiation detector shall be installed in the vessel.

SEA TRIALS:

Vessel shall undergo seatrials prior to shipping. The seatrial will be arranged and scheduled with the City of San Diego. The cost of travel and lodging for the purpose of seatrials, will be borne by the City of San Diego. Typically, two full days of trials will be required on a vessel of this magnitude.

Seatrial tests shall be recorded and documented by the builder and shall be delivered with the craft.

Vessel shall be weighed by certified scales and documented by builder.

DOCUMENTATION:

One (1) Operation & Maintenance Manual shall be supplied with the craft. Includes OEM technical literature for all supplied equipment, operator/safety instructions, as-built boat drawings, as-built electrical system drawings.

Original Bill of Sale and Manufacturer's Statement of Origin documents shall be delivered with the boat conveying free and clear title(s).

WARRANTY:

One (1) year warranty from the date of acceptance, the vessel will be free from defects caused by faulty workmanship, installation or materials.

Five (5) year warranty from the date of acceptance, to the hull, deck and consoles to be free

from structural defects caused by faulty workmanship or materials.

OEM provided equipment will be covered by existing manufactures warranty.

SHIPPING / DELIVERY:

The vessel will be shipped over the road system via Yacht moving trailer. Vessel will be delivered to Driscoll Mission Bay Boat Yard, 1500 Quivira Way. San Diego, California 92109.

Total For Vessel: \$1,268,959.00

Commercial Discount (1.75%): \$22,206.78

Adjusted Price: \$1,246,752.30

Total Price For Shipping: \$15,000.00

TOTAL PRICE ALL THE ABOVE: _____ \$1,261,752.30

For William E. Munson Company,

Jon Wise, President

Estimated California State Sales Tax Rate 7.75% _____ \$97,785.80

California State Sales Tax is in addition to the Contract Sales Price of \$1,261,752.30



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 Reserved.

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 Reserved.

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. Contractor will treat each order individually under this agreement and added for each subsequent purchase chronologically labeled as Exhibit A.1, A.2 Etc. Each Exhibit to include any material pricing increases within each quote.

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. Contractor to provide notice 60 days prior to the official order of the vessel. At this time the City can cancel the order in its entirety. However, after this 60 day notice the boat will already be in production and unable to be canceled.

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

[This entire article is reserved.]

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

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.

12.1 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.

12.2 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 General Contract Terms and Provisions

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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 C
CITY REQUIRED FORMS

Contractor Standards Pledge of Compliance

Equal Opportunity Contracting forms, including Contractors Certification of Pending Actions and Work Force Report

Taxpayer Identification Form W-9 (if not currently on file)

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:

34' Munson Packcat Landing Craft Vessels

B. BIDDER/PROPOSER INFORMATION:

William E. Munson Co. Inc.		Munson Boats
Legal Name		DBA
15806 Preston Place	Burlington	Washington
Street Address	City	State Zip
Jon Wise, President	(360) 707-2752	(360) 707-2842
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.

Munson Family Trust	Trustee
Name	Title/Position
Edmonds, Washington	
City and State of Residence	Employer (if different than Bidder/Proposer)
51%	
Interest in the transaction	

Jesse Munson	CEO
Name	Title/Position
Edmonds, Washington	
City and State of Residence	Employer (if different than Bidder/Proposer)
47%	
Interest in the transaction	

Jon Wise	President
Name	Title/Position
Camano Island, Washington	
City and State of Residence	Employer (if different than Bidder/Proposer)
2%	
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: 04/11/1994 State of incorporation: _____

List corporation's current officers:

President:	<u>Jon Wise</u>
Vice Pres:	<u>Jesse munson CEO</u>
Secretary:	<u>Stephanie Munson</u>
Treasurer:	<u>Stephanie Munson</u>

Type of corporation: C ☐ Subchapter S ☒

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

If **Yes**, after what date: 07/01/2005

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:	<u>1,000</u>	<u>1,000</u>	<u>0</u>
b. Number of nonvoting shares:	<u>9,000</u>	<u>9,000</u>	<u>0</u>
c. Number of shareholders:			<u>3</u>
d. Value per share of common stock:		Par	<u>\$ 79.13</u>
		Book	<u>\$ 79.13</u>
		Market	<u>\$ 791,300.00</u>

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 America

Point of Contact: Melinda Eng

Address: 306 Main Street Edmonds, WA 98020

Phone Number: (425) 359-9150

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.: 100619521 Year Issued: 2005

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 Chesapeake Fire

Contact Name and Phone Number: Anthony Barakat 508-728-5855
Contact Email: abarakat@cityofchesapeake.net
Address: 104 Lenore Trl Chesapeake, VA 23320
Contract Date: September 19, 2022
Contract Amount: \$ 1,192,562.00
Requirements of Contract: Manufacture and Deliver 40' Fire Boat

Company Name: Southold Fire
Contact Name and Phone Number: John Rumpler 631-327-2197
Contact Email: jrumpler85@gmail.com
Address: 55135 Main Rd, Southold, NY 11971
Contract Date: March 29, 2023
Contract Amount: \$ 559,876.00
Requirements of Contract: Manufacture and Deliver a 32' Fire Boat

Company Name: Sleeping Bear Dunes NPS
Contact Name and Phone Number: Robert Bertschy 231-326-4770
Contact Email: robert_bertschy@nps.gov
Address: 9922 Front Street Empire, MI 49630
Contract Date: April 17, 2023
Contract Amount: \$ 650,598.00
Requirements of Contract: Manufacture and Deliver 34' Patrol Boat

G. COMPLIANCE:

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

H. BUSINESS INTEGRITY:

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

I. BUSINESS REPRESENTATION:

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

☐ Yes ☒ No

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

☐ Yes ☒ No

Certification # _____

3. Are you certified as any of the following:

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

J. WAGE COMPLIANCE:

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

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

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

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

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

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

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

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

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

L. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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

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

- ☒ Initial submission of *Contractor Standards Pledge of Compliance*
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- ☐ Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

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

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

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

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

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

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

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

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

Jon Wise, President

Jon Wise

Digitally signed by Jon Wise
Date: 2025.03.27 11:59:52
-07'00'

3/27/2025

Name and Title

Signature

Date

**City of San Diego
CONTRACTOR STANDARDS
Attachment "A"**

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

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

Jon Wise, President

Print Name, Title

Jon Wise

Signature

Digitally signed by Jon Wise
Date: 2025.03.27 13:33:15
-07'00'

Date

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: William E. Munson Co. Inc.

ADA/DBA: Munson Boats

Address (Corporate Headquarters, where applicable): 15806 Preston Place

City: Burlington County: Skagit State: WA Zip: 98233

Telephone Number: 360-707-2752 Fax Number: 360-707-2842

Name of Company CEO: JESSE MUNSON

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: Boat Manufacture Type of License: _____

The Company has appointed: JAMES STAVIG

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: 15806 Preston Place Burlington WA, 98233

Telephone Number: 360-707-2752 Fax Number: 360-707-2842 Email: james@munsonboats.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 William E. Munson Co. Inc.

Skagit, Washington (Firm Name)
(County) (State)

hereby certify that information provided

herein is true and correct. This document was executed on this 27th day of March, 2025

[Signature] JAMES STAVIG
(Authorized Signature) (Print Authorized Signature Name)

NAME OF FIRM: William E. Morgan Co. Inc.DATE: 3-27-2025OFFICE(S) or BRANCH(ES): BurlingtonCOUNTY: Skagit

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

(2) Hispanic or Latino

(3) Asian

(4) American Indian or Alaska Native

(5) Native Hawaiian or Pacific Islander

(6) White

(7) Other race/ethnicity; not falling into other groups

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											5	1		
Professional											7			
A&E, Science, Computer														
Technical											4			
Sales											1			
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column											17	1		
--------------------	--	--	--	--	--	--	--	--	--	--	----	---	--	--

Grand Total All Employees

18

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

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

Non-Profit Organizations Only:

Board of Directors											2	1		
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

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

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

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

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians			1								9			
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade	1		2								4			
Millwrights														
Misc. Const. Equipment Operators											1			
Painters, Const. & Maintenance											3			
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				1		1		17			
Workers, Extractive Crafts, Miners														

Totals Each Column	1		4				1		1		34			
--------------------	---	--	---	--	--	--	---	--	---	--	----	--	--	--

Grand Total All Employees	41
----------------------------------	----

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

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

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.

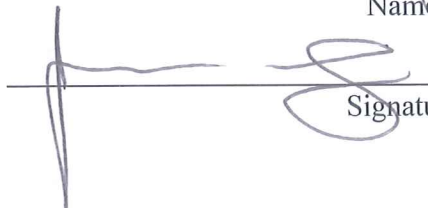
CHECK ONE BOX ONLY.

- ☒ 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: William E. Munsau Co Inc.

Certified By James Stavig Title Accountant
Name

 Date 4-1-2025
Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Northwest LLC 3125 Howe Pl, Suite 201 Bellingham WA 98226	CONTACT NAME: Scott Figueroa PHONE (A/C, No, Ext): 360-647-9000 E-MAIL ADDRESS: now.bellinghaminfo@hubinternational.com FAX (A/C, No): 360-734-8496
INSURED William E Munson Company Munson Properties LLC 15806 Preston Place Burlington WA 98233	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 25674

COVERAGES**CERTIFICATE NUMBER:** 297409286**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ZOL-71M84045-24-ND	8/30/2024	8/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 5,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-4N019355-24-43-G	8/30/2024	8/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZOB-61M83874-24-ND	8/30/2024	8/30/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	ZOL-71M84045-24-ND	8/30/2024	8/30/2025	PER STATUTE <input checked="" type="checkbox"/> OTH-ER WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Boat Builders Risk/ P&I/Cargo			ZOH15T9539A24ND	8/30/2024	8/30/2025	Any One Vessel Deductible 2,500,000 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Per policy forms and conditions: Blanket Additional Insured Endorsement - Including Completed Operations form CG D2 46 04 19; COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG T1 00 02 19 (includes Primary Non-Contributory).

City of San Diego, its respective elected officials, officers, employees, agents and representatives are included per forms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

City of San Diego
1200 3rd Ave Ste 200
San Diego CA 92101-4195

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. William E. Munson Company Inc.	
	2 Business name/disregarded entity name, if different from above Munson Boats	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. 15806 Preston Place	Requester's name and address (optional)
	6 City, state, and ZIP code Burlington, WA 98233	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
9	1	-	1	6	6	8	3	5 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 4-2-2025
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.










20000082-25-K Munson Boats Agreement_Signed

Final Audit Report

2025-04-30

Created:	2025-04-22
By:	Kristine E Kallek (kkallek@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbEO0b9DsftRlr_CrwQG6_8ID_dMW7Mr2

"20000082-25-K Munson Boats Agreement_Signed" History

-  Document created by Kristine E Kallek (kkallek@sandiego.gov)
2025-04-22 - 11:26:34 PM GMT- IP address: 156.29.5.177
-  Document emailed to Claudia Abarca (CAbarca@sandiego.gov) for signature
2025-04-22 - 11:29:07 PM GMT
-  Email viewed by Claudia Abarca (CAbarca@sandiego.gov)
2025-04-25 - 4:48:34 AM GMT- IP address: 68.7.139.149
-  Document e-signed by Claudia Abarca (CAbarca@sandiego.gov)
Signature Date: 2025-04-25 - 4:51:12 AM GMT - Time Source: server- IP address: 68.7.139.149
-  Document emailed to dorloff@sandiego.gov for signature
2025-04-25 - 4:51:15 AM GMT
-  Email viewed by dorloff@sandiego.gov
2025-04-29 - 9:30:21 PM GMT- IP address: 216.240.166.254
-  Signer dorloff@sandiego.gov entered name at signing as Daniel Orloff
2025-04-30 - 10:33:12 PM GMT- IP address: 156.29.3.11
-  Document e-signed by Daniel Orloff (dorloff@sandiego.gov)
Signature Date: 2025-04-30 - 10:33:14 PM GMT - Time Source: server- IP address: 156.29.3.11
-  Agreement completed.
2025-04-30 - 10:33:14 PM GMT