

AGREEMENT

BETWEEN THE

CITY OF SAN DIEGO



AND

ABLE PATROL AND
GUARD

TO PROVIDE PATROL
AND SECURITY GUARD
SERVICES

AGREEMENT

This Agreement (Agreement) 20000067-25-O is entered into by and between the City of San Diego, a municipal corporation (City), and Able Patrol and Guard a corporation, (Contractor).

RECITALS

- A. City wishes to retain Contractor to provide Patrol and Security Guard Services (Services) as further described in the Scope of Work, attached hereto as Exhibit A.
- B. City and Contractor (collectively, the "Parties") wish to enter into an agreement whereby City will retain Contractor to provide the Services.
- C. 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 Patrol and Security Guard Services, Scope of Work, which is incorporated herein by reference.
- 1.2 Contract Administrator.** The Purchasing and Contracting Department (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:

Oscar Garcia
Supervising Procurement Contracting Officer
1200 Civic Center Plaza Suite 200
619-236-6037
olgarcia@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 1 year beginning on the Effective Date. City may, in its sole discretion, extend this Agreement for one (1) one-year period. 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 performance of all Services rendered in accordance with this Agreement in an amount not to exceed \$3,000,000.

ARTICLE 4 WAGE REQUIREMENTS

4.1 Wage Requirements This Contract incorporates by reference the City's Wage Requirements, attached hereto as Exhibit D

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
Able Patrol and Guard

CITY OF SAN DIEGO
A Municipal Corporation

By: George Grauer
George Grauer (Jan 15, 2025 13:52 PST)

By: 

Name: George Grauer

Name: Claudia Abarca

Title: VP

Director, Purchasing & Contracting

Date: Jan 15, 2025

Date: Jan 17, 2025

Approved as to form this 21 day of
January, 2025.
HEATHER FERBERT, City Attorney

By: 
Mark M. Imada (Jan 21, 2025 08:49 PST)

Deputy City Attorney

Mark M. Imada

Print Name

EXHIBIT A SCOPE OF WORK

A. OVERALL REQUIREMENTS FOR THE SECURITY SERVICES

The City of San Diego (City) is seeking patrol and stationary security services on an as-needed basis at various City Parks and locations. The usage is not guaranteed. Location(s) may be added or deleted, and service hours may be increased or decreased at any given location at any time during the term of the Contract. The City agrees to provide the Contractor with a minimum notice period of forty-eight (48) hours, prior to implementing any changes. This notice period is intended to allow the Contractor adequate time to adjust staffing, scheduling, and resources accordingly. These requirements are not intended to limit the scope of work and duties of the Contractor. The Contractor is expected to conduct its operations in such a manner as to assure the purpose established herein.

Contractor shall offer the Services using a combination of roving foot patrols, vehicle patrols, and stationary guards.

B. COMMAND CENTER

Contractor shall also maintain a fully staffed operation dedicated to the City 24 hours a day/ 7 days a week/ 365 days a year for the purpose of monitoring services under this contract.

C. OVERALL REQUIREMENTS OF THE CONTRACTOR

1. Contractor Responsibilities

a) Staffing

- 1) The Contractor shall provide mobile patrol guards for multiple Sites as requested. The requirement may be every day, 24 hours, 7 days a week, including all City observed holidays. The Contractor's Security Guards will be expected to provide excellent customer service to ensure that as many members of the public that need to use public facilities can do so safely and in a secure environment.
- 2) The Contractor shall furnish adequate supervisory and working personnel capable of completing all work required herein as scheduled and to the satisfaction of the Contract Administrator.
- 3) The Contractor shall also maintain enough trained staff to cover vacations, illness, and emergency leave for staff assigned to this Contract.
- 4) Contractor shall perform personnel background checks on all personnel and update background checks on personnel assigned to infrastructure sites on an annual basis.
- 5) All Security Guards must be on site at the scheduled opening and closing hours. If a Security Guard is unable to arrive on site at the designated

time, the Security Guard is responsible for contacting their supervisor immediately in order to assure all scheduled shifts are staffed according to the post hours.

- 6) Security Guards shall not have visitors, pets, friends, or family members at the site while the security guard is on duty.
- 7) Security Guards are prohibited from using music playing devices or ear plugs while the Security Guard is on duty.
- 8) Security Guards are prohibited from sleeping while the Security Guard is on duty. If it is determined that a Security Guard is unaware of their surroundings or appears to be sleeping while on duty, their Field Supervisor shall be immediately notified, and the Security Guard shall be permanently relieved of their post. The City, in its sole discretion, may require that the offending Security Guard be removed entirely from servicing this Contract.
- 9) Contractor must ensure that security guards cooperate with any investigations and make any required court appearances or other appearances on behalf or upon request of the City.
- 10) Contractor shall respond to new service requests within 48 hours of the request. The request will describe the specific location and details of the work needed for the Contractor to provide adequate staff to fill the requirement.

b) Supervision

- 1) The Contractor shall have the necessary supervision to complete the tasks required.

c) Uniforms

- 1) Contractor staff, including Supervisors, shall work in distinguishing, neat, and clean security guard uniforms, including badges, safety, and utility equipment, provided by the Contractor. All uniforms shall be cleaned and maintained by the Contractor.
- 2) Long pants shall be worn on each work shift. Shorts are unacceptable. Contractor's employees must look professional and have proper personal hygiene. Appropriate uniform shall be worn at all times, including personnel who are being trained.
- 3) Contractor shall ensure all security guards wear the designated and approved security guard service uniforms for the company that they represent. There are no exceptions. All security guard uniforms must be kept clean and professional at all times. Failure to maintain a neat, clean, and professional appearance and uniform may result in removal from the work site by the Field Supervisor, or Department Representative and needs

to be replaced immediately at no additional charge to the City. Non-approved uniform attire may also result in removal from the work site.

d) Patrol Vehicle

Patrol vehicles must always be kept in good working condition. It is also the responsibility of the Contractor to make any repairs needed to the patrol vehicle within a reasonable time the problem is discovered. If the vehicle cannot be repaired before the beginning of the next day, another patrol vehicle must be supplied. Oil and fuel must be supplied by the Contractor. The patrol vehicle must have the Contractor's logo clearly visible on each side and be in good condition. The vehicle cannot have excessive dents or scratches.

e) Post Orders

Post Orders are provided by the City's Contract Administrator or Department Representative and are intended to provide locations, maps, times, and specific information on each location in the contract to provide the Contractor's security guard staff with a clear understanding of what is expected. Contractor is required to implement any updates or changes to the Post Orders within forty-eight (48) hours of receiving the updates or changed post orders from City staff. Specifications listed in the Post Orders are intended as a reminder of specifications that are already listed in this agreement.

f) Reporting of Suspicious and Unauthorized Activity; Verbal Warnings.

Guards must report to the San Diego Police Department any suspicious, unauthorized, or unsafe activity including but not limited to unsecured structures or facilities, vandalism, damaged City property, or abandoned property 365 days/year. The call to San Diego Police Department will be to the non-emergency line (619) 531-2000 unless there is an emergency/urgent situation, i.e., medical assistance; violence, or breaking and entering, then the call should be placed via 911. Guards must give verbal warnings when necessary to enforce parking lot closures or park rules and regulations, or if necessary, call the San Diego Police Department for assistance at all of the locations.

g) Contractor Response Time

The Contractor shall be able to provide Security Guards to provide requested services, whether on-going or ad hoc, within 48 hours of request from the City.

h) Contractor Staff Reporting Procedures

- 1) All Contractor staff, including all Supervisors conducting inspections, shall sign in upon reporting for work and shall sign out prior to leaving work on the activity log provided by the Contract Administrator or Department

Representative. The log may be electronic. The Security Guard personnel are to sign in and out based on actual arrival and departure times versus scheduled times. Field Supervisors shall write "Supervisor" beside their name. The City has no obligation to pay for services if the log is not properly completed. The log will be kept in a designated area identified by the Contract Administrator or Department Representative.

- 2) Contractor's Security Guards must be on site at the scheduled locking and unlocking hours. Failure to appear on time without prior approval shall result in removal from the post. Contractor shall ensure that if a Security Guard is unable to arrive on site at the designated time, the guard is responsible for contacting his or her Supervisor immediately in order to ensure that all scheduled shifts are staffed according to the post hours.

i) Emergency Calls

The Contractor shall provide all personnel with the equipment needed to make calls of an emergency and safety nature twenty-four (24) hours a day. Security Guards must intervene, as appropriate, with patrons to de-escalate potential problem situations and must document all such unusual or emergency situations in the Security Guard Patrol Log. Contractor shall provide a detailed incident report for any incident when San Diego Police Department or other emergency first-responder personnel report to the site. The Contract Administrator will provide the incident report form to the Contractor.

j) Quality of Work/Inspections

- 1) The Contractor shall provide quality security services for all sites. All work shall be performed in accordance with the Best Industry Standards and the site shall be kept secure in accordance with the safety and security standards specified throughout the Contract term.
- 2) Contractor shall perform regular and comprehensive inspections of each site to ensure that all work is completed in accordance with this Exhibit A. At a minimum, these inspections shall be performed on a weekly basis.
- 3) The Contractor shall meet with the Contract Administrator at least monthly at a regularly set date and time to evaluate services performed.
- 4) Inspections by Contract Administrator shall include the following:
 - a. The Contract Administrator will conduct regular inspections. Any performance deficiencies will be noted on the activity and incident report log and will be provided to the Contractor in writing within eight (8) hours of the noted deficiency.
 - b. Contractor shall correct all deficiencies noted by the Contract Administrator by the next business day unless otherwise directed by the Contract Administrator or Department Representative, or explain in

writing why more than one business day is needed.

k) Customer Service Operation

- 1) Contractor shall provide a customer service operation for City's Contract Administrator or Department Representative(s). The customer service operation shall include access to a local number or a toll-free number and provision of an in-house customer service representative who is assigned and dedicated to the City.
- 2) The in-house customer service representative shall be knowledgeable and responsive relative to the Contract and customer services issues and available to the City. Customer service is required 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City holidays; a two (2) hour response time is required for all customer service issues. A designated point of contact must be available after 5:00 p.m. and during holidays to address emergencies, such as instances where a Security Guard fails to show up for their scheduled shift.

l) Standards for Managing Public Access to the Restroom Facilities

- 1) The Contractor shall perform to the following standards to manage public access to the restroom facilities at the Site:
- 2) Due to the limited number of restroom fixtures available for the public to utilize at this Site, Contractor's security guard must manage public access to the non-gender specific restroom facilities. The required standard for public access at this Site is one (1) patron per restroom at a time. Patrons with children may be exempt.
- 3) Contractor shall maintain a daily log to capture the volume of patrons accessing the Site. The format of the log will be provided to the Contractor and will show statistics of patronage at the restroom on an hourly basis. Contractor shall provide a completed log to the Contract Administrator every other week, on Monday morning. The completed log should show patronage of the facilities at the Site for the prior two weeks, beginning and ending with Sunday at 11:00pm.
- 4) Contractor's security guard shall allow patrons 10-15 minutes to use the restroom facilities at the discretion of the Contractor's security guard. If a patron is using the restroom for longer than the allotted time, the Contractor's security guard shall knock on the door and notify the patron that they have been in the restroom for a significant time and should leave if they are able. If the patron does not respond, Contractor's security guard, in his or her discretion, shall call San Diego Police Department for additional assistance.
- 5) Contractor's security guard at the Site must monitor and enforce the rule of only one (1) patron in each restroom at a time. Contractor is responsible for enforcing all posted rules for use of the restroom.

- 6) Ensure to the extent reasonably possible and appropriate the safety and security of all assigned equipment and the restroom facilities.
- 7) Direct patrons to comply with restroom facility policy and procedures.
- 8) Act professionally at all times.
- 9) Be dressed in company uniforms, including foul weather gear when appropriate, and ensure that uniforms and equipment are kept clean and professional looking at all times, without exception.

2. Safety Requirements

- a) All work performed under this Contract will be performed in such a manner as to provide maximum safety to the public, clients and staff and shall comply with all applicable safety regulations. The Contractor is responsible for abiding by all CAL/OSHA requirements. Contractor acknowledges and agrees that contractors who have ten (10) or more employees shall have an injury/illness program as required by OSHA.
- b) Goods and services shall conform to the Safety Orders of the California State Division of Industrial Safety and the Occupational Safety and Health Act of 1970.

3. Materials and Equipment

- a) Contractor must provide all Security Guards assigned to this Contract with the following equipment and supplies.
 - 1) Uniforms:

A minimum of three (3) uniforms, including shirts, jacket, and trousers or a uniform allowance. Laundry service, or allowance, shall also be provided to clean uniforms. Additionally, one (1) set of protective rainwear shall be provided.
 - 2) A two (2) way radio or a mobile (cellular) phone to communicate with the Contractor's office.
 - 3) Patrol log or notebooks for writing details and appropriate reporting forms.
 - 4) Patrol vehicle for City sites requiring vehicle roaming patrol or as required.
 - 5) Safety equipment such as required Personal Protective Equipment to include eye protection, hearing protection, and gloves as needed.
- b) Contractor shall maintain all materials and equipment in good working order. In the event any equipment fails to function, the Contractor shall arrange for

immediate replacement, including patrol vehicles if furnished. The Contractor shall be responsible for supplying batteries for all equipment, including City issued pagers, if any.

- c) Contractor shall be responsible for paying for repairs to City equipment and for damage which is not a result of normal wear and tear. In the event City furnished equipment does not work, the Security Guard is to note this in the logbook and notify the Contract Administrator on the next business day.

4. Keys and Employee Identification Badges

- a) City keys supplied to the Contractor shall not be shared or loaned out. They must be retained by authorized Contractor staff to whom they were issued. Failure to abide by these security regulations is a breach in security and may be grounds for removal of the employee from the Contract. These requirements also apply to all access codes provided to Contractor, Field Supervisors, and Security Guards to gain entrance to City facilities.
- b) Contractor and its employees shall not duplicate City keys supplied to Contractor. Lost keys shall be reported immediately to the Contract Administrator.
- c) All keys are the property of the City and shall be returned upon completion or termination of the Contract. If the Contractor loses or improperly disseminates any of the keys during the term of the Contract or fails to return the keys immediately upon completion or termination of the Contract, the Contractor shall pay the City for the cost of re-keying the locks; such costs may be retained from payment. If the City does not re-key the locks, the cost of any replacement key(s) shall be paid by the Contractor; such costs may be retained from monthly payments.

5. Job Sites Duties

- a) Duties of All Shifts
 - 1) All shifts shall be performed as part of the work schedule and hours provided in Section I. Site Specific Specifications and/or as described in an approved Attachment 2 - Service Request Form. Any changes shall remain within the overall scope of the Contract.
 - 2) Security Guards shall rove with a vehicle or by foot, be based wherever necessary, and will be responsible for patrolling the areas specified.
 - 3) Security Guards shall secure and protect specified areas and resources by watching for fire, theft, any illegal activity, utility failures, water breaks, and any facility or park electrical fixture not working. Upon finding any minor, major, or emergency utility failure, a Security Guard shall prepare an incident report for the City with the location and nature of the problem.
 - 4) In the case of an emergency utility failure, the Security Guard shall

immediately notify the City of San Diego, Emergency Operations "Station 38" dispatch at (619) 527-7660.

- 5) In the case of fire, theft, or any crime in progress, Contractor shall call 911 to report the emergency.

6. Court Appearances

- a) If an incident arises during the course and scope of a Field Supervisor or Security Guard performing services under the terms of this Contract and their appearance in court or other legal proceeding is determined by the City as necessary, Contractor shall ensure that the Field Supervisor or Security Guard makes a court appearance or appearance for other legal proceeding on behalf of the City. The City will pay the Contractor the regular hourly bill rate as specified on the invoice for the amount of time the Contractor employee spent in court, plus one-half ($\frac{1}{2}$) hour travel time each way. Contractor must reflect court appearance hours on backup documents submitted with invoices, where the hours will be identified as "Court Appearance." If court appearances result in Contractor employee working more than forty (40) hours per week, then overtime of one and a-half ($1\frac{1}{2}$) the hourly rate per job classification will be paid by the City. Contractor must reflect court appearance overtime hours on backup documents submitted with invoices, where the hours will be identified as "Authorized Overtime."

7. Security Rounds

- a) Foot and vehicle patrol in conjunction with security rounds, are the primary responsibility of the Security Guard. Security of staff and facilities and the protection of the City's resources are paramount.
- b) Doors found unlocked outside of normal business hours shall be re-locked and the actions shall be recorded in the patrol log. When a door is found unlocked, Security Guards shall open the door and check inside for any intruders or unauthorized persons. If unauthorized persons or intruders are found, Security Guards shall ask them their business. Security Guards shall follow Contractor's policy on unauthorized persons and get all possible information from this person or persons. San Diego Police Department may need to be called. If it is found that this person is allowed in the building, Security Guards shall still note the person's name and secure the door.
- c) Any water breaks, lights out or broken, and any damaged City property found, shall be recorded with the location and time by the Security Guard who shall report it to the City and submit an incident report before the end of their shift.
- d) Security Guards are not authorized to receive or hold any packages or money on the behalf of a tenant or clients.
- e) Security Guards shall follow any memos posted by the City that may require their orders to be periodically altered.

8. Patrol Log

- a) Once a Security Guard has all the post equipment and has assumed the post, they shall start their log entries. Security Guards shall note the time they assumed the post and list all equipment and its condition they assumed.
- b) The patrol log is a legal record of what takes place at the post. It shall be legibly written in black ink and only contain information and facts about the events or actions of the post. Security Guards shall not make any artwork, scribbling, or other such non-pertinent writing or marks in the patrol log.
- c) Additionally, patrol logs must be accurate and timely. An accurate log will reflect the true condition of the post as to the last entry. Patrol logs must reflect only things as they are, not how they should have been or are going to be. A timely patrol log reflects events as they happen. At no time will a Field Supervisor or Security Guard pre-enter events. Patrol logs will only reflect events that have happened or are happening.

9. Incident Reports

- a) Security Guards shall complete an incident report under circumstances stated in the Scope of Work. All incident reports shall be clear and legible and must contain the following information: San Diego Police Department report number, a date and time of the incident, full name of the Security Guard and badge number, description of the incident including any photographs, identity of the individuals or witnesses involved, description of the action taken by the Security Guard. Security Guards shall keep and maintain all incident reports and provide reports to the designated City staff and Contract Administrator.

D. GENERAL EXPERIENCE REQUIRED FOR SECURITY GUARDS

The following general experience is required for Security Guards:

1. All Security Guards shall have permanent Guard Cards, issued by the State of California. Temporary or provisional cards are not acceptable.
2. All Security Guards shall possess an acceptable level of agility, stamina, overall good physical health, and be mentally sound to perform assigned duties.
3. All Security Guards shall be capable of lifting 50 lbs. and standing up for up to eight (8) hours at a time.
4. All Security Guards shall be proficient in English, both written and oral communication.
5. All Security Guards shall be capable of operating and responding to radios, telephones, alarms, camera equipment and digital applications.

6. All Security Guards shall have a minimum of two (2) years of experience in security guard or equivalent services (e.g., current, or retired law enforcement personnel).
7. Security Guards must possess basic skills in preparing logs and reports.
8. Security Guards must possess basic telephone etiquette.
9. Security Guards must possess fundamental customer service skills.
10. Security Guards shall have reviewed and understood the laws and regulations found in the California Business and Professions Code (B & P), California Penal Code (PC) and California Code of Regulations (CCR) governing the security industry.
11. Security Guards must possess knowledge of common and acceptable patrol techniques.
12. Security Guards must possess experience with fire protection and alarm systems.
13. Security Guards must be proficient in operation of two (2) way radios.
14. Security Guards must be trained in patrol vehicle driving.
15. Security Guards must possess fundamental skills for interaction with San Diego Police Department (SDPD) officers and City personnel.
16. Security Guards must possess fire detection, suppression, and life safety training.
17. Security Guards must be proficient in crowd control.
18. Security Guards must possess extensive customer service relations training.
19. Security Guards must be experienced in property theft reduction.
20. Security Guards must have an understanding of the lawful powers of arrest.
21. Security Guards must have cardiopulmonary resuscitation (CPR) training.

22. Mobile Patrol

Guards shall provide mobile patrol as requested, at designated locations specified by the City. Mobile Patrol will consist of driving to, in, and around designated sites and parking lots and visually inspecting all buildings/structures to make sure they appear secure and the surrounding area is safe.

E. OVERALL REQUIRED HOURS AND DAYS OF SERVICES

Contractor understands and agrees that security services are required for various City sites 24 hours a day, 7 days a week and three hundred sixty-five (365) days of the year basis. Therefore, City observed holidays do not signify that security services are not required at those sites.

The following are City Observed holidays:

- a) New Year's Day
- b) Dr. Martin Luther King Jr.'s Birthday
- c) Washington's Birthday
- d) Caesar Chavez Day
- e) Memorial Day
- f) Juneteenth Day
- g) Independence Day
- h) Labor Day
- i) Veteran's Day
- j) Thanksgiving Day
- k) Christmas Day

F. OVERTIME

Only services meeting the criteria of emergency service or court appearances requiring the guard to work in excess of eight (8) hours per day will be paid at one and a half (1 1/2) the hourly bill rate per job classification. Overtime must be approved, in writing, by the Contract Administrator or Department Representative in advance. The Contractor will not be compensated for overtime to compensate for shortages of personnel, if guard is late, or the Contractor does not have enough staff to fill full 8-hour shifts. The City is not responsible for overtime created due to overlapping shifts of the any job classification. Guards must remain on duty until properly relieved.

G. SECURITY GUARD SERVICE LOCATIONS

The City reserves the right to add or remove locations during the term of the contract. New or revised services shall be in accordance with Section I. Additional Service Requests.

H. SITE SPECIFIC SPECIFICATIONS

1. PARKS AND RECREATION DEPARTMENT

3.1 COMMUNITY PARKS I DIVISION SKATE PARKS

- a) Guards shall monitor, secure, and protect the historic park structures and plant material in the gardens by giving verbal warnings or if necessary, calling the San Diego Police Department for assistance.
- b) Guards shall close and lock all gates. If there are any non-City vehicles still parked in any of the parking lots, and there is no one near the vehicle that could be the owner, the gates will still need to be locked and the vehicle information entered into the patrol log. There will be signs with

the Security's mobile phone number for patrons to contact in an emergency.

a) **PARK GATES**

a) Guards shall secure six (6) gates for COMMUNITY PARKS I DIVISION at the following locations:

1. Linda Vista Skate Park
Address: 7064 Levant Street
Open and close on all weekends and holidays
Close 7 days per week
Open: 9:00am
Close: 9:00pm
2. Carmel Valley Skate Park
Address: 12600 El Camino Real
Open and close on all weekends and holidays
Close only on weekdays (Monday-Friday)
Open: 10:00am
Close: 8:00pm
3. Robb Field Skate Park
Address: 2525 Bacon Street
Open and close on all weekends and holidays
Close only on weekdays (Monday-Friday)
Open: 10:00am
Close: Dusk
4. Rancho Penasquitos Skate Park
Address: 10111 Carmel Mountain Road
Open and close on all weekends and holidays
Close only on weekdays (Monday-Friday)
Open: 10:00am
Close: Dusk
5. Soledad Natural Park
Address: La Jolla Scenic Drive/Via Capri
Open and close gates on holidays
Close gates daily
6. Alcott Elementary Joint Use
Address: 4680 Hidalgo Ave
Open and close gates on weekends and holidays (year-round)
Close gates Monday through Fridays (June through August) and during school year winter and spring breaks
Open: 6:00am
Close: Dusk

3.2 COMMUNITY PARKS II DIVISION GATES AND COMFORT STATIONS

- a) Guards shall secure forty (40) gates and/or Comfort Stations and open as requested at the following locations:
1. Adams Recreation Center Ball Fields, 3491 Adams Avenue, San Diego
 2. Audubon Joint Use, 8111 San Vicente Street, San Diego
 3. Azalea Recreation Center Restroom Gates, 2596 Violet Street, San Diego
 4. Bay Terraces Park, 7373 Tooma Street, San Diego
 5. Bill and Maxine Wilson Skate Park, 702 South 30th Street, San Diego
 6. Cesar Solis Skate Park, 4895 Del Sol Blvd, San Diego
 7. Charles Lewis Neighborhood Park, 4550 Home Avenue, San Diego
 8. Charles Lewis Skate Park, 6610 Potomac Street, San Diego
 9. Cherokee Point Comfort Station, 3735 38th Street, San Diego
 10. Chicano Park, 1982 National Avenue, San Diego
 11. Dennis V Allen Neighborhood Park, 800 Boundary Street, San Diego
 12. Emerald Hills Neighborhood Park, 1501 Kelton Road and Bethune Court, San Diego
 13. Emerson Joint Use, 1100 South 36th Street, San Diego
 14. Encanto Joint Use, 822 65th Street, San Diego
 15. George L Stevens Senior Center, 570 South 65th Street, San Diego
 16. Gompers Neighborhood Park, 4926 Hilltop Drive, San Diego
 17. Harriet Tubman Joint Use, 6880 Mohawk Street, San Diego
 18. Hawk Pocket Park, 4990 Guymon Street, San Diego
 19. Hollywood Neighborhood Park Comfort Station, 2301 Shamrock Street, San Diego
 20. Horton Joint Use, 5050 Guymon Street, San Diego
 21. Jefferson Joint Use, 3770 Utah Street, San Diego
 22. Keiller Neighborhood Park Comfort Station, 7400 Lisbon Street, San Diego
 23. King Chavez Joint Use, 330 32nd Street, San Diego
 24. Marie Widman Neighborhood Park, 6715 Imperial Avenue, San Diego
 25. Memorial Recreation Center, 2902 Marcy Avenue, San Diego
 26. Montclair Neighborhood Park Comfort Station, 2971 Nile Street, San Diego
 27. Montgomery Waller Recreation Center, 3020 Coronado Avenue, San Diego
 28. North Chollas Neighborhood Park, 5598 Chollas Station Road, San Diego
 29. North Park Community Park, 4044 Idaho Street, San Diego
 30. Palm Ridge Neighborhood Park, 751 Firethorn Street, San Diego
 31. Park De La Cruz Neighborhood Park, 3901 Landis Street, San Diego
 32. Rolando Park Joint Use, 6620 Marlowe Drive, San Diego
 33. Silver Wing Recreation Center, 3737 Arey Drive, San Diego
 34. Skyline Hills Recreation Center, 8285 Skyline Drive, San Diego
 35. South Bay Recreation Center, 1885 Coronado Avenue, San Diego
 36. Teralta Park Comfort Station, 4100 Central Avenue, San Diego
 37. Vista Pacifica Neighborhood Park, 6066 Avenida De Las Vistas, San Diego

- 38. Ward Canyon Dog Park, 4624 40th Street, San Diego
- 39. Ward Canyon Neighborhood Park Comfort Station, 29th Street, at 39th and Adams, San Diego
- 40. Willie Henderson Sports Fields, 1035 South 45th Street, San Diego

3.3 PARK DE LA CRUZ COMMUNITY CENTER

3901 Landis Avenue, San Diego, CA 92105
 Stationary and walking Guard Friday, Saturday and Sunday as needed. Hours may vary to provide coverage during operating hours. Guard is to patrol the interior and exterior of the Community Center providing assistance to staff and patrons to keep a safe and secure environment.

3.4 MOUNT HOPE CEMETERY

3751 Market Street, San Diego, CA 92102
 Saturday, Sunday and City holidays, open entrance gates at 8:00 a.m., proceed to open the access door to restroom located at the front of the cemetery office, patrol cemetery grounds, close restroom, and entrance gates at 4:00 p.m. Secure the walk-in gate at dusk from March through October.

I. ADDITIONAL SERVICE REQUESTS

The Contractor may be required to provide extra guards upon request for special duties. Extra service will be defined as any work requiring additional personnel that is requested twenty-four (24) hours or more in advance of the time that the extra service is to begin. Extra service shall be invoiced at the hourly rate as specified on the pricing page of this document. Extra hours must be reflected in documents submitted with monthly invoices where the hours will be identified as "Extra Service." All extra service must be authorized in writing by the Contract Administrator..

Pricing for service requests must be in accordance with Section N. Pricing Schedule or any approved price increases submitted in accordance with Exhibit B, City’s General Contract Terms and Provisions, 3.4 Price Adjustments.

J. REQUIRED LICENSES

To perform the work described in these specifications, the Contractor must hold a current Private Patrol Operators License (PPOL).

	License Number	Expiration Date	Contractor Name
Private Patrol Operators License	5986	April 20, 2026	Able Patrol & Guard

If the PPOL is not registered to a legally established corporation, the PPOL must be registered in the name of the Owner or Operator of the contractor. “Operator of the Contractor” is defined as an individual actively participating in the day-to-day

management and operation of the firm, partnership, or joint venture.

Pursuant to the Private Security Services Act, California Business and Professions Code section 7580 et seq., the registered licensee may utilize a qualified manager to conduct the licensee's business. The qualified manager must, in addition to complying with the provisions of California Business and Professions Code section 7582.22, must be an individual residing and located in San Diego County at the time of the contract execution and throughout the term of this Contract.

K. ADDITIONAL INSURANCE

At all times during the term of the contract resulting from this solicitation, the Contractor shall maintain insurance coverage as outlined in the City's General Contract Terms and Provisions (Exhibit B). The following additional insurance is also required:

1. Crime Insurance.

Crime and Employee Dishonesty/Fidelity coverage for a minimum of twenty-five thousand dollars (\$25,000.00) per employee or one hundred thousand dollars (\$100,000.00) blanket limit. This coverage protects the Contractor against loss by the theft or mysterious disappearance of property by any of Contractor's employees or third parties while said property is in the care, custody, or control of the Contractor resulting directly or indirectly from the performance or execution of the Contractor or subcontract hereunder.

L. PERFORMANCE BOND

Contractor shall be required to furnish the City of San Diego with a surety bond executed by a surety company authorized to do business in the State of California, and approved by the City of San Diego, in a sum equal to one hundred percent (100%) of the annual Contract amount, conditional for the performance of the Contract. Using Exhibit E, the performance bond shall be submitted to Purchasing & Contracting within ten (10) days of request. The bond shall be maintained by the Contractor in full force and effect during the entire period of performance under Contract. Failure to do so shall be cause for termination of the Contract. Refer to Article VIII of Exhibit B, City's General Contract Terms and Provisions for additional information.

M. PRICE SCHEDULE

City may request services for additional locations not defined in Section H. Site Specific Specifications. Additional services shall be requested using the Attachment 2 - Service Request Form. If additional locations are identified by the City, the City will pay the same unit price provided herein. Any adjustments in price must be submitted in accordance with Exhibit B, City's General Contract Terms and Provisions, 3.4 Price Adjustments.

This contract is subject to the City's Living Wage Ordinance. Therefore, pricing submitted shall be in accordance with Exhibit D. Wage Requirements. Proposers shall consider living wages Proposers are presumed to have reconciled the effect of the City's Living Wage Ordinance effective July 1, 2024 when providing pricing herein. Price adjustments for living

wage shall be in accordance to Exhibit C, City's General Contract Terms and Provisions, 3.4 Price Adjustments. An increase in the designated living wage will not be considered a just cause for an increase in the Contract's compensation.

Rates shall be inclusive of all costs, fees, and expenses associated with the scope of work to include the types of uniforms, equipment, training, and knowledge needed to perform the work. Coverage for breaks shall be the responsibility of the Contractor and will not be an additional expense to the City. Holidays will be billed at the base rate.

Item No	Description	Unit of Measure	Unit Price
1	Locking of Gates and/or Comfort Stations	Each	\$15.00
2	Unlocking of Gates and/or Comfort Stations	Each	\$15.00
3	Hourly Rate	Hourly	\$30.00
4	Bond Fee	Each	\$60,000.00



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

ARTICLE I SCOPE AND TERM OF CONTRACT

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

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

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

ARTICLE II CONTRACT ADMINISTRATOR

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

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

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

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

ARTICLE III COMPENSATION

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

3.2 Invoices.

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

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

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

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

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

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

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

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

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

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

ARTICLE IV SUSPENSION AND TERMINATION

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

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

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

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

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

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

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

4.5 Contractor's Right to Payment Following Contract Termination.

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

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

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

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

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

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

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

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

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

ARTICLE VII INDEMNIFICATION AND INSURANCE

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

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

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

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII BONDS

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

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

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

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

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

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

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

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

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

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

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

9.1.3 Non-Discrimination Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

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

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

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

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

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

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

ARTICLE XI DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE XII MANDATORY ASSISTANCE

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

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

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

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

ARTICLE XIII MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C
CITY REQUIRED FORMS

Business Tax Certificate

Contractor Standards Pledge of Compliance

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

Insurance Certificates with all endorsements

Living Wage Certification Form of Living Wage Exemption Form (if applicable)

Taxpayer Identification Form W-9 (if applicable)

EXHIBIT D

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

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

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

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

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

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

2. Compensated Leave. Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80) hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

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

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

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

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

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

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

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