

PROPERTY MANAGEMENT AGREEMENT

20000200-27-B

THIS PROPERTY MANAGEMENT AGREEMENT (the “**Agreement**”) is made as of August 11, 2026, between the City of San Diego (“**City**”) and Meissner Commercial Real Estate Services, Inc., a California corporation (“**Manager**”).

City is the owner of the Property (defined in Section 1), and Manager is experienced and skilled in property management. Manager wishes to provide property management and related services to City for the Property. City desires to contract with Manager to provide services in the management, and operation of the Property and Manager desires to provide such services.

In consideration of the mutual covenants and agreements set forth in this Agreement, City and Manager agree as follows:

1. Definitions

The following terms shall have the following meanings when used in this Agreement.

1.1. “**Budget**” means, as applicable, the Property Budget, Operating Budget, or Capital Budget. “**Property Budget**” means the combined Operating Budget and Capital Budget for a fiscal year. “**Operating Budget**” means an estimate, prepared on an accrual basis, of receipts and expenditures for the operation of the Property during a fiscal year (July 1 through June 30), including a schedule of anticipated rents and expenses, a schedule of anticipated repairs and maintenance projects, a reserve for contingencies if required by City, and a schedule identifying the positions and functions of all Property Management Staff, as defined in Section 6.5. “**Capital Budget**” means an estimate, prepared on a cash basis, of Capital Expenditures (as defined below) for the fiscal year.

1.2. “**Capital Expenditures**” means amounts paid for replacements or improvements to the Property and includes any amounts City requires to be maintained as reserves. Classification of a Capital Expenditure shall be determined in accordance with the Internal Revenue Code and applicable regulations and generally accepted accounting principles (“GAAP”). If those standards result in different classifications, City shall determine the applicable classification for purposes of this Agreement, and City's determination shall control.

1.3. “**City Contact**” means the City’s designated contract administrator.

1.4. “**City Parties**” means City and its elected officials, officers, employees, agents, volunteers, representatives, and consultants.

1.5. “**Commencement Date**” is defined in Section 5.1.

1.6. “**Debt Service**” means the regularly scheduled installment payments on financing encumbering the Property, if any.

1.7. “**Gross Rental Receipts**” means the actual receipt by City or Manager of: (i) fixed rent; (ii) reimbursements for operating expenses and common area maintenance (“**CAM**”) charges; (iii) percentage rent; (iv) late fees; (v) parking fees, net of amounts paid to parking facility operators or managers; and (vi) proceeds of business interruption insurance. Gross Rental Receipts excludes: (i) interest or other income from the investment of cash; (ii)

security deposits; (iii) prepaid rent; (iv) payments for tenant improvements; (v) payments constituting compensation for loss, damage, or liability, excluding business interruption insurance proceeds; (vi) proceeds from the sale, refinancing, or condemnation of all or any portion of the Property; (vii) receipts from vending machines and concessions; (viii) purchase discounts; (ix) amounts that, under generally accepted accounting principles, are attributable to capital; and (x) receipts not expressly included in this definition. Notwithstanding the foregoing, any portion of a security deposit applied to rent shall be deemed Gross Rental Receipts when applied.

1.8. **“Lender”** means any person or entity holding an outstanding loan to City, whether secured or unsecured, including any successor or assignee.

1.9. **“Management Fee”** is defined in Section 12.1.

1.10. **“Manager Parties”** means Manager and its officers, directors, employees, agents, contractors, subcontractors, representatives, and consultants.

1.11. **“Negative Cash Flow”** means the amount by which the sum of Operating Expenses, Debt Service, and Capital Expenditures exceeds the Gross Rental Receipts and all other cash flow generated by the Property.

1.12. **“Operating Account”** is defined in Section 9.

1.13. **“Operating Expenses”** means all expenses incurred in the operation of the Property in accordance with the current Property Budget, other than Capital Expenditures, including: (i) maintenance, repairs, alterations, improvements, and the purchase of equipment, tools, appliances, materials, and supplies for the Property approved by City and authorized under this Agreement; (ii) utilities, including gas, electricity, water, sewer, and telephone services for fire alarm and elevator purposes; (iii) HVAC services, including monthly chilled water maintenance, quarterly chiller maintenance, annual boiler inspections, annual variable frequency drive (VFD) inspections, quarterly preventative HVAC maintenance for elevator rooms and the 7th floor IDF room HVAC unit, annual closed-loop testing, and related minor repairs and supplies; (iv) electrical maintenance and minor repairs; (v) plumbing maintenance and minor repairs, including annual sump pump valve replacement, annual backflow inspections, snaking of drains and restroom sink drain lines as necessary, and maintenance of check valves for sewage lines; (vi) maintenance and minor repairs incidental to exterior building maintenance, including weekly east side plaza cleanup at Civic Center Plaza; (vii) landscaping services, including monthly exterior pest control, irrigation system and timer maintenance, interior landscaping, interior plant care, and as-needed landscaping services; (viii) security services; (ix) oversight of an asbestos management plan; and (x) fire and life safety systems, including generators, CO2 sensors, garage exhaust fan maintenance, infrared scanning, annual alarm device inspections, fire pump testing, alarm monitoring, roll-down door inspections, annual fire extinguisher inspections, and annual high-rise fire and life safety inspections. GAAP shall be used to distinguish Operating Expenses from Capital Expenditures unless otherwise directed by City.

1.14. **“Property”** means the real property described on the site plan as depicted on Exhibit D with all the improvements on the Property, including buildings, landscaping, site improvements, infrastructure and utilities, and fixtures and equipment.

1.15. **“Reimbursable Expenses”** is defined in Section 12.3.

1.16. **“Vendor”** means any contractor, subcontractor, consultant, service provider, supplier, or other person or entity retained by Manager to provide goods or services in

connection with the management, operation, maintenance, repair, security, leasing, or administration of the Property.

2. **Appointment of Manager.** City engages Manager to manage the Property as an independent contractor on behalf of City to provide the services described in this Agreement. Manager accepts the appointment and agrees to perform the services under the terms and conditions of this Agreement.

3. **General Contract Terms and Provisions.** Manager shall comply with the City's General Contract Terms and Provisions, attached to this Agreement as Exhibit A.

4. **Contract Administrator.** City's Economic Development Department ("**Department**") is the Contract Administrator for this Agreement. Manager shall provide the services under this Agreement under the direction of the following designated representative of the Department:

Karen Johnson
1200 Third Ave, Suite 1400, San Diego, CA 92101
619-236-6191
kkjohnson@sandiego.gov

5. **Term and Termination**

5.1 **Term.** The term ("**Term**") of this Agreement shall commence on August 11, 2026 (the "**Commencement Date**"), and continue until December 31, 2026, unless terminated earlier under this Agreement. The date on which this Agreement expires or terminates is the "Termination Date."

5.2 **Termination.** This Agreement may be terminated (i) upon at least thirty (30) days' written notice to Manager of the City's sale of any portion of the Property; (ii) immediately upon City's written notice to Manager if Manager misappropriates City funds or commits fraud, malfeasance, intentional misconduct, or willful misrepresentation; (iii) by Manager at any time without cause upon at ninety (90)days' prior written notice to City; (iv) by City at any time without cause upon at least ninety (90)days' prior written notice to Manager; and (v) by either party due to default by the other party if such default is not cured within ten (10) days after written notice of the default; provided, however, that if the default is not reasonably capable of being cured within ten (10) days, then the cure period shall be extended as reasonably necessary so long as the defaulting party promptly commences the cure and thereafter diligently pursues it to completion within sixty (60) days.

(a). **Partial Termination or Reduction in Services.** City may, in its sole discretion, terminate Manager's property management services for any portion of the Property upon at least thirty (30) days' written notice to Manager, without terminating this Agreement with respect to the remainder of the Property. Additionally, City may, in its sole discretion, reduce the property management services for any portion of the Property (for example, City may choose to contract directly for any vendor service or have an occupant at the Property contract directly for vendor services, rather than having Manager do so); provided, however, that the Management Fee shall not be reduced below the minimum amount set forth in Exhibit E absent Manager's written consent.

(b). **Transition Assistance Following Partial Termination.** Upon City's request in connection with a partial termination of this Agreement as to any portion of the Property, Manager shall reasonably cooperate with City in completing transition and closeout

activities for such portion of the Property, including the transfer of records, operational information, keys, access credentials, vendor information, and other Property-related materials in Manager's possession or control.

(c). **Management Fee Following Partial Termination or Reduction in Services.** If City terminates this Agreement under Section 5.2(a) for a portion of the Property, the Fixed Monthly Management Fee for the remaining Property reflected in the Pricing Schedule and in Exhibit E will become effective immediately upon termination. If City reduces the property management services at a portion of the Property, City and Manager will negotiate in good faith to agree on an equitable adjustment to the Management Fee to reflect the reduced scope of services. Any adjustment to the Management Fee shall be effective only upon execution of a written amendment to this Agreement.

5.3 **Effect of Termination.** Upon the Termination Date, Manager's authority under this Agreement shall cease immediately. Following the Termination Date, Manager agrees to fulfill all reporting and accounting functions under this Agreement for the period beginning at the end of the period covered by the last such report or accounting and ending on the Termination Date, without further charge to City. On the Termination Date, Manager shall also immediately deliver to City or City's designee (i) all funds held in City's bank accounts under this Agreement, (ii) all materials and supplies, keys, and any computer or other equipment or software provided to Manager by City; and (iii) all books and records, including all contracts, leases, vendor and subtenant files, receipts for deposits, unpaid bills, a summary of all leases, and all other documents that pertain to the Property. Upon termination, Manager will assume responsibility for payment of all unpaid bills and termination of Vendor Contracts. After termination, Manager shall deliver to City or its designees any monies due City under this Agreement received after the Termination Date. City shall promptly pay Manager all Management Fees and Reimbursable Expenses payable under this Agreement that accrued prior to the Termination Date.

6. **Authority and Responsibilities of Manager**

6.1 **Generally.** Manager shall provide full-service management of the Property, including administration, operations, accounting, and tenant relations, and the specific services described below, subject to the availability of necessary funding and in compliance with the Budget. Manager's services shall be performed in a manner at least consistent with standards generally prevailing among commercial property management companies managing comparable high-rise office buildings near the Property. For purposes of this Agreement, "high-rise" shall mean seven (7) stories or taller.

6.2 **Authority.** Except as limited under this Agreement and by applicable law, Manager shall have all authority necessary to perform Manager's obligations under this Agreement. City may modify the scope of Manager's authority in writing from time to time. Manager represents and warrants that Manager is a duly licensed property manager and real estate broker under the laws of the state where the Property is located.

6.3 **Contracting.** Unless otherwise approved by City in writing, Manager is authorized to enter into contracts only with Vendors approved by City in accordance with this Section 6.3. Approved Vendors may be identified in Exhibit E, or otherwise approved by City in writing.

(a). **Scope of Contracts Manager Is Authorized to Enter Into.** Upon City's prior written approval in each instance, and using the procurement procedures required by applicable law and City's and Manager's applicable procurement policies and procedures,

Manager shall negotiate and manage contracts for the following goods and services for the Property:

- (i) window washing and swing stage inspection;
- (ii) HVAC services, including monthly chilled water maintenance, quarterly chiller maintenance, annual boiler inspections, annual variable frequency drive (VFD) inspections, quarterly preventative HVAC maintenance for elevator rooms and the 7th floor IDF room HVAC unit, annual closed-loop testing, and related minor repairs and supplies;
- (iii) electrical maintenance and minor repairs;
- (iv) plumbing maintenance and minor repairs, including annual sump pump valve replacement, annual backflow inspection, snaking of drains and restroom sink drain lines, maintenance of check valves for sewage lines;
- (v) maintenance and minor repairs incidental to exterior building maintenance, including weekly power washing for east side plaza cleanup at Civic Center Plaza;
- (vi) common area landscaping services, including monthly pest control, interior plant care, exterior pest control, irrigation system and timer maintenance, interior common area landscaping, and as-needed landscaping services;
- (vii) security services;
- (viii) oversight and coordination of an asbestos management plan;
- (ix) fire and life safety systems, including generators, CO2 sensors, garage exhaust fan maintenance, infrared scanning, annual alarm device inspections, alarm monitoring, roll-down door inspections, annual common area fire extinguisher inspections, and annual high-rise fire and life safety inspections; and

(b). **Contract Requirements.** Manager shall comply with all applicable federal, state, and local laws, including applicable San Diego City Charter provisions, San Diego Municipal Code provisions, Administrative Regulations, Council Policies, and the procurement requirements identified in this Agreement when procuring and entering into contracts for goods, services, and consultants, including the following:

- (i) **Vendor Hours and Overtime Rates.** Any Vendor contracts that Manager is authorized to enter into under Sections 6.3 and 6.3(a) shall not exceed the hourly and overtime rates set forth in Exhibit E, unless an increase is necessary to comply with then-current prevailing wage or living wage requirements, in which case Manager shall notify City of any such increases, and any such increases must be consistent with the Property Budget.
- (ii) **Prevailing Wage Requirements.** Prevailing Wage Requirements, as set forth in Exhibit B, will apply to all work or services performed under this Agreement. To the extent that no prevailing wage

classification exists for work or services performed under this Agreement, Manager shall notify City, and City will determine the applicable wage rate or seek an opinion from the California Department of Industrial Relations.

- (iii) **Termination.** Vendor contracts shall be terminable by City upon thirty (30) days' written notice without penalty or premium.
- (iv) **Vendor Insurance.** Manager shall ensure that all contracts with Vendors include provisions requiring that Vendor, at Vendor's sole cost and expense, procure and maintain insurance during the term of the contract as follows:
 - (A) **Workers' Compensation.** Workers' compensation insurance in statutory amounts and employer's liability coverage with limits of liability of not less than \$1,000,000.
 - (B) **Commercial General Liability.** Commercial general liability insurance on an occurrence form covering Vendor's obligations under the contract, in the amount of \$2,000,000 per occurrence and \$4,000,000 aggregate per project, naming the City Parties as additional insureds.
 - 1. Commercial general liability insurance coverage may be provided through a combination of primary and excess or umbrella insurance policies.
 - (C) **Automobile.** Business automobile liability insurance covering owned, non-owned, and hired vehicles operated by or on behalf of Vendor, in the amount of \$1,000,000 combined single limit for bodily injury and property damage.
 - (D) **Primary and Non-contributory.** Insurance required under this subsection shall be primary and non-contributory as to City and Manager. Manager must obtain City's prior written approval to deviate from any of the requirements in this subsection v. Manager shall obtain certificates of insurance from each Vendor evidencing compliance with insurance required under this subsection v. City may impose additional Vendor requirements upon written notice to Manager.
 - (E) **Deductibles.** Vendor shall be responsible for all deductibles under any Vendor-obtained policy, which shall be disclosed to City when the evidence of insurance is provided.
 - (F) **Acceptability of Insurers.** Except for the State Compensation Insurance Fund, all insurance required under this Agreement shall be issued only by insurance companies with a minimum financial strength rating of "A-" and a minimum financial size category of "VII" and authorized by the California Insurance Commissioner to do business in the State of California and approved by City in writing.

- (G) **Modification.** To assure protection from and against the types and levels of risk associated with the services provided under this Agreement, City may, in its reasonable discretion, revise the amounts and coverage required under this Agreement at any time upon thirty (30) days' written notice to Manager. Vendor shall also obtain any additional insurance required by City for new improvements, changed circumstances, or City's reasonable reevaluation of risk levels related to services provided under this Agreement.
- (H) **Accident Reports.** Vendor shall immediately report to Manager and City any accident-causing property damage or injury to persons on the Property or otherwise related to the services provided under this Agreement. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and time of the accident, the names and addresses of any witnesses, any photos or videos, and any other pertinent information.
- (I) **Required Endorsements.** Manager shall require all Vendor contracts to include provisions requiring Vendors to maintain the endorsements under this subsection 6.3(b)(v)(I). Manager shall provide City with evidence of such endorsements before any Vendor performs services under this Agreement.
1. Additional Insured. To the fullest extent allowed by law, including California Insurance Code section 11580.04, the policies must be endorsed to include the City Parties, Manager and representatives as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Vendor, including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided through an endorsement to the Vendor's insurance policy at least as broad as ISO Form CG 20 10 11 85, or if unavailable, through a combination of ISO Forms CG 20 10, CG 20 26, CG 20 33, or CG 20 38, or equivalent or later versions. Manager shall also be named as an additional insured.
 2. Primary Coverage. For any claims related to this Agreement, Vendor's insurance coverage shall be primary and at least as broad as ISO CG 20 01 04 13 with respect to the City Parties. The policies must be endorsed to provide that the coverage under the policies is primary to any insurance or self-insurance of the City Parties with respect to the operations of Vendor. Any insurance maintained by the City Parties shall be in excess of and shall not contribute to Vendor's insurance.
- (J) **Deliveries to City.** Each insurance policy required under Section 6.3(b)(v) shall be endorsed to state that coverage shall not be canceled, suspended, voided, reduced in coverage or in limits, or nonrenewed except after thirty (30) days' prior written notice of such action to City and Manager.

- (K) **Additional Insurance.** Vendor shall not maintain separate or additional insurance coverage concurrent in form or contributing in the event of loss with the insurance coverage required under Section 6.3(b)(v) unless the City Parties are named as additional insureds under such coverage.
- (L) **Excess Insurance.** All excess or umbrella insurance policies shall follow the form of the primary policies, including all endorsements applicable to City as an additional insured.
- (M) **Waiver of Subrogation.** Vendor grants to City a waiver of any right to subrogation which any of Vendor's insurers may acquire against City by virtue of the payment for any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. Notwithstanding the immediately preceding sentence, this subsection 6.3(b)(v)(M) applies regardless of whether Vendor has obtained a waiver of subrogation endorsement from the insurer.
- (N) **Self-Insured Retentions.** All deductibles and self-insured retentions must be declared to and approved by City in writing. City may require Vendor 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 self-insured 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.
- (v) **Compliance with City Standards.** All Vendors must comply with all applicable Requirements and procurement requirements governing maintenance and repair work performed under this Agreement.
- (vi) **Invoice Detail.** Vendor's invoices for goods or services provided under this Agreement must be on Vendor's stationery and include Vendor's name, address, remittance address, invoice date, invoice number, purchase order number, a description of the goods or services provided, and the amount due.
- (vii) **Hazardous Materials and Asbestos.** If a Vendor will be providing services at the 101 Ash Street building, the Vendor contract must incorporate the requirements of Exhibit H attached to this Agreement.

(c). Manager shall not enter into any contract with any affiliate of Manager to provide goods or services under this Agreement except on terms at least as advantageous to City as those available from unrelated third parties and with City's prior written approval.

(d). Manager shall not enter into any contract with a third party to provide goods or services related to this Agreement except as authorized under this Agreement. If Manager believes a contract for goods or services not authorized under this Agreement or otherwise approved by City's City Council is necessary to provide goods or services under this Agreement, Manager shall contact the City Contact to discuss appropriate procedures for procuring those services or goods.

(e). If City, in its reasonable discretion, determines that a Vendor's performance is substandard, or for any reason set forth in subsection 6.3(f), City shall have the right to require Manager to terminate the Vendor contract upon thirty (30) days' prior written notice.

(f). **Substitution Process.** Manager may substitute Vendors with City's prior written approval for any of the following reasons:

- (i) When a Vendor identified in Exhibit E, after having a reasonable opportunity to do so, fails or refuses to sign a contract for the scope of work and at the price specified in the Vendor's bid;
- (ii) When the Vendor becomes insolvent or the subject of a bankruptcy proceeding;
- (iii) When the Vendor fails or refuses to perform its contract;
- (iv) When the Vendor is not licensed under California law, if such license is required for the Vendor's scope of services or work;
- (v) When City determines that the work performed by the Vendor is substantially unsatisfactory, does not comply with the plans and specifications, or is substantially delaying or disrupting the progress of work;
- (vi) When City determines that a Vendor is not a responsible contractor;
- (vii) When the Vendor fails or refuses to meet the bond requirements of Manager or City as set forth in this Agreement or as required by state or local law, including California Civil Code section 9550 et seq.;
- (viii) When Manager demonstrates to the City that the Vendor was listed as the result of an inadvertent clerical error; or
- (ix) When the Vendor is ineligible to work on a public works project under California Labor Code section 1777.1 or 1777.7.

(g). Manager shall be responsible for the day-to-day management of all Vendor contracts related to the Property or this Agreement. Manager shall ensure that all Vendors comply with all applicable Requirements and procurement requirements governing maintenance and repair work performed under this Agreement.

6.4 Maintenance. Subject to the Budget, Manager shall maintain the Property and all improvements and equipment located on the Property in accordance with customary standards for comparable properties and as required by applicable financing requirements and laws, including interior and exterior cleaning, painting, decorating, plumbing, carpentry, and other customary maintenance reasonably necessary to maintain the Property.

(a). **Engineering & Capital Projects.** For purposes of this subsection 6.4(a), "Engineering & Capital Projects" means construction, reconstruction, alterations, improvements, and repairs other than routine maintenance and repairs incidental thereto. All Engineering & Capital Projects work at the Property shall be performed through City's Engineering & Capital Projects Department.

6.5 **Employees.** If approved by City in writing, or if City and Manager determine that such staffing is necessary, Manager shall hire, discharge, and supervise personnel providing services solely to the Property (the “**Property Management Staff**”). Manager shall: (i) pay all wages and other benefits payable to the Property Management Staff; (ii) maintain adequate payroll records for the Property Management Staff; (iii) remit to the appropriate authorities all required income tax withholdings, social security taxes, unemployment insurance payments, workers’ compensation payments, and all related reports and filings for the Property Management Staff; and (iv) obtain, maintain, and administer all medical, disability, and other insurance and fringe benefits required under any union or other arrangements applicable to the Property Management Staff.

All wages and salaries paid to the Property Management Staff during the Term, together with all payroll-related expenses, including unemployment insurance, workers’ compensation, and health insurance, but excluding bonuses and incentives, shall constitute Operating Expenses.

6.6 **Budget Limits.** Manager shall not incur any expenditures without City’s prior written approval that (i) exceed the amount indicated in a Budget by more than five percent (5%) or (ii) are in excess of \$5,000 for any single expenditure; except for emergency repairs that in Manager’s reasonable opinion are immediately necessary to either (a) prevent personal injury or property damage; (b) avoid interference with necessary services; or (c) avoid fines, penalties, or violations of law.

6.7 **Compliance with Laws.** Manager shall promptly notify City in writing of any known violation of, or notice of violation relating to, any applicable laws, regulations, codes, ordinances, or other requirements relating to the Property (collectively, “**Requirements**”). Subject to the Budget and the terms of this Agreement, Manager shall use reasonable efforts to cause the Property to comply with the Requirements and to cure or remove any known violations of the Requirements.

(a). Manager shall comply with all Requirements when performing services under this Agreement. Manager shall promptly deliver to City copies of all documentation evidencing such compliance received by or otherwise available to Manager. Manager shall comply with all directives, corrective actions, or other requirements identified in notices issued by City acting in its governmental or regulatory capacity under any applicable law, statute, ordinance, or regulation.

(b). Manager shall ensure that all reports required under applicable law, including reports required to be filed with the Secretary of State and the Fair Political Practices Commission, are accurately, completely, and timely filed. If any such report is not filed within ninety (90) days after the report due date, such failure shall be deemed a material breach of this Agreement, and City may, at City’s option, terminate this Agreement upon written notice to Manager, subject to Manager’s right to cure under Section 5.2.

6.8 **City’s Insurance and Self-Insurance.** City currently maintains property insurance for the Property on a replacement cost basis and is self-insured for commercial general liability exposures. Upon request, City shall provide Manager with evidence of City’s self-insured status.

6.9 **Potential Future Sales or Loans.** Manager shall reasonably cooperate with and assist City in connection with City’s efforts to sell, finance, or refinance the Property, including providing information and documentation related to the Property as reasonably requested by City.

6.10 Tenant Communications. Manager shall use commercially reasonable efforts to enforce City's rights under any subleases with any non-City tenants at the Property. Manager shall notify tenants of any work performed at the Property, coordinate with service providers or Vendors for scheduling the work, and provide access to the Property for such work. Manager shall also coordinate with City to ensure access to the Property for any repairs, maintenance, alterations, improvements, or construction performed by or on behalf of City. City or City's legal counsel shall prepare all leases, consents, lease amendments, and any other agreements relating to the Property. For each new lease of any portion of the Property to a third party entered into during the Term, City shall require the tenant to maintain commercial general liability insurance naming Manager as an additional insured, in accordance with the insurance requirements set forth in the applicable lease. Manager shall maintain businesslike relations with tenants and subtenants and respond to service requests in a timely manner. Manager shall coordinate tenant and subtenant move-ins and move-outs to minimize inconvenience and avoid damage to the Property. Manager shall be vigilant regarding any subtenant defaults, including promptly notifying City in writing of subtenant defaults and taking commercially reasonable actions to remedy such defaults.

6.11 Optional Project Coordination. Upon City's prior written request, Manager may provide project coordination services in connection with capital improvements or other special projects at the Property, including coordinating contractors and consultants, attending project meetings, coordinating access to the Property, facilitating tenant communications, scheduling work, and other project coordination activities requested by City. Any Project Coordination services will be billed on a sliding scale at 10% for the first \$50,000.00 of the cost of materials and labor for the project; 7% of the next \$50,000.00; and 5% thereafter. No work shall be completed without prior written consent of the City of San Diego.

6.12 Manager's Insurance.

(a). **Required Coverage.** Manager shall maintain insurance coverage in the amounts set forth in the table below in this Section 6.12.

Worker's Compensation Insurance	Workers compensation insurance complying with the provisions of State law and an employer's liability insurance policy, with a minimum liability limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease, covering all employees of Manager.
Commercial General Liability (CGL)	Commercial general liability insurance against claims for bodily injury, personal injury, death, or property damage occurring upon, in or about the Property or adjoining passageways, at least as broad as Insurance Services Office Occurrence Form CG0001, with a minimum liability limit of Two Million Dollars (\$2,000,000) for any one occurrence and Four Million Dollars (\$4,000,000) aggregate. Commercial general liability insurance coverage may be provided through a combination of primary and excess or umbrella insurance policies.

Umbrella Coverage	Umbrella or excess liability insurance on a follow-form basis providing coverage excess of the Commercial General Liability, Automobile Liability, and Employer's Liability policies required under this Section 6.12, with limits of not less than Five Million Dollars (\$5,000,000) per occurrence and in the aggregate.
Professional Liability	Professional liability insurance covering claims arising out of negligent acts, errors, or omissions in the performance of professional services under this Agreement, with limits of not less than Two Million Dollars (\$2,000,000) aggregate. Such coverage may be written on a claims-made basis, provided that the policy is maintained while Manager performs services under this Agreement and for a period of not less than two years following expiration or termination of this Agreement. Policies written on a claims-made basis shall have a retroactive date no later than the Commencement Date of this Agreement and shall include an extended reporting period of not less than twelve (12) months following termination or expiration of coverage unless the policy is continuously renewed.
Automobile Liability	Insurance coverage against claims of personal injury (including bodily injury and death), and property damage covering all owned, leased, hired, and non-owned vehicles used by Manager, with minimum limits for bodily injury and property damage of One Million Dollars (\$1,000,000). Such insurance shall be provided by a business or commercial vehicle policy and may be provided through a combination of primary and excess or umbrella policies, all of which shall be subject to pre-approval by City, which pre-approval shall not be unreasonably withheld.

(b). **Nature of Insurance.** All Commercial General Liability Insurance, Professional Liability Insurance, Automobile Liability Insurance, Workers Compensation Insurance, and Contractors Pollution Liability Insurance (if required) policies required under this Section 6.12 shall be issued by carriers that: (a) are listed in the then-current "Best's Key Rating Guide—Property/Casualty—United States & Canada" publication (or its equivalent if such publication ceases to be published) with a minimum financial strength rating of "A-" and a minimum financial size category of "VII" (except the State Compensation Insurance Fund when not specifically rated); and (b) are authorized to do business in the State of California by the California Department of Insurance. Manager may satisfy the insurance requirements under this Section 6.12 through blanket, umbrella, or excess insurance policies, provided that: (i) such policy or a certificate of such policy specifies the amount of insurance allocated to the Property, which amount shall equal or exceed the limits required under this Section 6.12; and (ii) such policy otherwise complies with the requirements of this Section 6.12.

(c). **Policy Requirements and Endorsements.** All insurance policies required by this Section 6.12 shall contain (by endorsement or otherwise) the following provisions:

i. *Insured.* Liability Insurance and Contractors Pollution Liability Insurance policies shall name the City Parties as “additional insured.” The coverage afforded to the City Parties shall be at least as broad as that afforded to Manager regarding the Property and may not contain any terms, conditions, exclusions, or limitations applicable to the City Parties that do not apply to Manager.

ii. *Primary Coverage.* All insurance coverage maintained by Manager shall be primary to all insurance or self-insurance maintained by the City Parties and all insurance or self-insurance maintained by the City Parties shall be excess of all insurance maintained by Manager and shall not contribute with any insurance maintained by Manager.

iii. *Contractual Liability.* Liability Insurance and Contractors Pollution Liability Insurance policies shall contain contractual liability coverage for Manager’s indemnity obligations under this Agreement. Manager’s maintaining or failing to maintain such contractual liability coverage shall not relieve Manager from nor satisfy any Indemnity obligation of Manager under this Agreement.

iv. *Deliveries to City.* Evidence of Manager’s maintenance of all insurance policies required by this Section 6.12 shall be delivered to City before the Commencement Date. No later than ten (10) days before any insurance required under this Section 6.12 expires, is cancelled or its liability limits are reduced or exhausted, Manager shall deliver to City evidence of Manager’s maintenance of all insurance required under this Section 6.12. Each insurance policy required under this Section 6.12 shall be endorsed to state that coverage shall not be cancelled, suspended, voided, reduced in coverage or in limits, except after thirty (30) days’ advance written notice of such action to City. Phrases such as “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company” shall not be included in the cancellation wording of any certificates or policies of insurance applicable to the City Parties under this Section 6.12.

v. *Waiver of Certain Claims.* Manager shall cause each insurance carrier providing any Liability Insurance, Worker’s Compensation Insurance, or Automobile Liability Insurance coverage under this Section 6.12 to endorse their applicable policy(ies) with a Waiver of Subrogation (defined below) with respect to the City Parties, if not originally in the policy. To the extent Manager obtains an insurance policy covering both the Manager Parties and the City Parties and containing a Waiver of Subrogation, City and Manager each release the other from any Claims for damage to any person or property to the extent such Claims are paid by the insurance carrier under such insurance policy. **“Waiver of Subrogation”** means and refers to a provision in, or endorsement to, any insurance policy, under which the carrier agrees to waive rights of recovery by way of subrogation against the City Parties for any loss such insurance policy covers.

vi. *No Representation.* City and Manager do not make any representation that the limits, scope, or forms of insurance coverage required by this Section 6.12 are adequate or sufficient.

vii. *No Claims Made Coverage.* None of the insurance coverage required under this Section 6.12 except Contractors Pollution Liability Insurance or Professional Liability Insurance, may be written on a claims-made basis.

viii. *Fully Paid and Non-Assessable.* All insurance maintained by Manager in satisfaction of this Section 6.12 shall be fully paid for and non-assessable.

ix. *Separation of Insured.* All Liability Insurance, Contractors Pollution Liability Insurance, and Automobile Liability Insurance shall provide for separation of insured for Manager and the City Parties. Insurance policies obtained in satisfaction of the requirements under this Section 6.12 may provide a cross-suits exclusion for suits between named insured entity but shall not exclude suits between named insured entity and additional insured entities.

x. *Deductibles and Self-Insured Retentions.* All deductibles or self-insured retentions under insurance policies issued in satisfaction of the requirements under this Section 6.12 shall be declared to and approved by City. Manager shall pay all such deductibles or self-insured retentions regarding the City Parties. Each insurance policy issued in satisfaction of the requirements under this Section 6.12 shall provide that, to the extent Manager fails to pay all or any portion of a self-insured retention under such policy in reference to an otherwise insured loss, City may pay the unpaid portion of such self-insured retention, in City's sole and absolute discretion. All amounts paid by City toward self-insured retentions regarding insurance policies covering the City Parties under this Section 6.12 shall be reimbursed to City by Manager in the same manner that insurance costs are reimbursable to City from Manager under subsection e of this Section 6.12.

xi. *No Separate Insurance.* Manager shall not carry separate or additional insurance coverage concurrent in form or contributing in the event of loss with insurance coverage required under this Section 6.12 unless the City Parties are made additional insureds under such insurance coverage.

(d). **Insurance Independent of Indemnification.** The requirements of this Section 6.12 are independent of the parties' indemnification and other obligations under this Agreement and shall not be construed or interpreted in any way to satisfy, restrict, limit or modify the parties' indemnification or other obligations or to limit the parties' liability under this Agreement, whether within, outside or in excess of such coverage, and regardless of solvency or insolvency of the insurer issuing the coverage, nor shall the provision of such insurance preclude City from taking such other actions as are available to City under any other provision of this Agreement or otherwise at law or in equity.

(e). **City Option to Obtain Coverage.** During the continuance of Manager's default arising from the failure of Manager to maintain any insurance coverage required by this Section 6.12, City may, in City's sole and absolute discretion, purchase such required insurance coverage. City shall be entitled to immediate payment from Manager of all premiums and associated reasonable costs paid by City to obtain such insurance coverage. Each amount becoming due and payable to City under this Section 6.12 that is not paid within fifteen (15) days after City's written notice including an explanation of the amounts owed shall accrue

interest from the date incurred until paid at the rate of ten percent (10%) per annum or the maximum rate permitted by law, whichever is less. Election by City to purchase or not to purchase insurance coverage otherwise required by this Section 6.12 to be carried by Manager shall not relieve Manager of any default under this Agreement or Manager's obligation to maintain all insurance coverage required by this Section 6.12.

6.13 **REAs.** Where applicable, and as directed by City, Manager shall administer any Declaration of Conditions, Covenants, and Restrictions ("**CC&Rs**"), Reciprocal Easement Agreements ("**REAs**"), or similar agreements affecting all or any portion of the Property.

6.14 **Delegation.** Manager may not delegate its overall responsibility for management of the Property or any material obligation under this Agreement. At Manager's sole cost and expense and with City's prior written approval, Manager may delegate non-material administrative or operational tasks to agents or independent contractors. No delegation shall relieve Manager of any duty or obligation under this Agreement, and Manager shall remain fully responsible for all acts and omissions of its agents and independent contractors.

6.15 **Hazardous Materials.** For purposes of this Section 6.15, "Hazardous Materials" means any flammable substance, explosive, radioactive material, asbestos, asbestos-containing material, polychlorinated biphenyl, petroleum, petroleum product, pollutant, contaminant, hazardous waste, medical waste, toxic substance, or any material, substance, or waste regulated as hazardous or toxic under applicable law. Notwithstanding anything to the contrary contained in this Agreement, City acknowledges and understands that Manager is not qualified to: (i) evaluate the presence or absence of Hazardous Materials; (ii) maintain or evaluate compliance with environmental, Hazardous Materials, or waste laws, rules, and regulations; or (iii) conduct or ensure cleanup or remediation of Hazardous Materials spills or contamination. Any environmental assessment report of the Property will be obtained from an independent environmental consultant retained by City. In no event will Manager make an independent determination as to the presence or absence of Hazardous Materials, or whether City, the Property, or any particular subtenant is in violation of or compliance with any laws relating to Hazardous Materials.

(a). Manager shall follow and comply with all City Administrative Regulations regarding asbestos and asbestos management and the City's asbestos management plan, and shall send all notices required by law or the City's asbestos management plan. Manager shall ensure that all Property Management Staff, any other Manager employees performing services under this Agreement at the Property, and all Vendors performing work or services under Section 6.3 comply with applicable laws relating to Hazardous Materials, City Administrative Regulations regarding asbestos and asbestos management, the City's asbestos management plan, and Exhibit H, as applicable.

(b). For any work or services Manager performs at the 101 Ash Street building, Manager shall also comply with the provisions in Exhibit H attached to this Agreement.

(c). Manager shall indemnify, defend, and hold harmless the City Parties from and against all claims, demands, actions, liabilities, penalties, damages, losses, costs, expenses, liens, judgments, regulatory actions, remediation costs, and attorneys' fees arising out of or related to:

(i) Manager's or any Vendor's failure to comply with this Section 6.15, Exhibit H, or applicable laws relating to Hazardous Materials;

(ii) the disturbance, release, discharge, handling, removal, remediation, abatement, containment, transportation, storage, disposal, or migration of Hazardous Materials by Manager or any Vendor in connection with services performed under this Agreement; or

(iii) bodily injury, property damage, environmental contamination, or exposure to Hazardous Materials caused by Manager or any Vendor in connection with services performed under this Agreement.

Notwithstanding the foregoing, Manager shall not be responsible for preexisting Hazardous Materials conditions that were not disturbed, exacerbated, or improperly handled by Manager or any Vendor.

7. Accounting and Budgeting

7.1 Books and Records. Manager shall maintain complete and accurate books and records relating to the Property in accordance with generally accepted accounting principles and on an accrual basis. If any examination or audit reveals an underpayment or accounting error of five percent (5%) or more in favor of Manager, Manager shall promptly reimburse City for the reasonable costs of the examination or audit and any amounts owed to City. All books and records relating to the Property or this Agreement are and shall remain the property of City. Except as expressly provided in this Section 7.1, the records retention, inspection, and audit requirements of the General Contract Terms and Provisions shall apply.

7.2 Budget. Manager shall provide a draft Budget for the Property to City for review and approval no later than November 1 of the fiscal year preceding the applicable Budget year, in accordance with Exhibit G attached to this Agreement. Manager shall enter the final approved Budget into the applicable accounting system by May 1 preceding the applicable fiscal year. Each Budget shall include the items listed in Exhibit E "Price Schedule".

7.3 Early Close and Monthly Reports. Manager shall deliver to City, electronically, the monthly statements and reports described in Exhibit G no later than 10 days after the last day of the preceding month.

7.4 Other Reports. Manager shall promptly provide City with other reports, statements, and information as City reasonably requests, including periodic leasing and rental survey information.

8. Property Information and Agreements.

8.1 Plans and Specifications. City shall provide to Manager the plans and specifications of the Property in City's possession, including the layout, construction, location, character, plan, and operation of the elevators, escalators, lighting, heating, air conditioning, plumbing, electrical, and other mechanical equipment at the Property, sufficient for Manager to perform its obligations under this Agreement..

8.2 Property Agreements. Manager acknowledges receipt of all contracts and leases in effect at the Property as of the Commencement Date, and all environmental reports relating to the Property in City's possession and control.

8.3 Asbestos Notification. Manager acknowledges that portions of the Property may contain asbestos-containing materials and City shall provide to Manager the asbestos surveys, reports, management plans, and other information regarding asbestos-containing materials

at the Property that are in City's possession or control. Before permitting any contractor, subcontractor, or Vendor to perform work at the Property that may disturb asbestos-containing materials, Manager shall provide such contractor, subcontractor, or Vendor with any notices and information regarding asbestos-containing materials required by applicable law. Manager shall maintain documentation of such notice and provide such documentation to City upon request.

9. **Bank Accounts**

9.1 **Bank Accounts.** Manager shall open and maintain, in a financial institution selected by Manager and approved by City in writing, a non-interest-bearing operating account (the "Operating Account"). The Operating Account shall be maintained in Manager's name and tax identification number, as City's nominee and agent, and shall be styled in a manner acceptable to City. All funds deposited into the Operating Account shall remain the sole and exclusive property of City.

(a) **Operating Account Signatories.** City acknowledges that only employees of Manager or an affiliate of Manager approved by City may serve as authorized signatories on the Operating Account. Manager acknowledges and agrees that it will not authorize any employee or affiliate to access the Operating Account without City's written approval. If Manager collects any amounts on behalf of the City or otherwise receives amounts in connection with the Property, including Gross Rental Receipts, Manager shall deposit all of said amounts into the Operating Account.

(b) **City's Deposits to Operating Account.** Upon receipt of Manager's monthly statement of receipts and disbursements and any request for funding, or upon Manager's reasonable written request in the event of an actual or projected insufficiency in an Operating Account, City shall promptly deposit into the applicable Operating Account an amount sufficient to pay the estimated expenses of the Property for the following month and eliminate the actual or as required under Section 9.1(c) below for a projected insufficiency. Any request for additional funds shall include an explanation of the expenses and insufficiencies requiring such funding.

(c) **Negative Cash Flow.** Manager shall notify City in writing of any anticipated Negative Cash Flow. Within five (5) days of City's receipt of such notice, City shall transfer funds for the deposit into the Operating Account in an amount necessary to cover such Negative Cash Flow. Except to the extent caused by Manager's negligence or willful misconduct, Manager shall not be liable for failure to pay expenses, obligations, or other charges resulting from insufficient funds in the Operating Account. During any period of Negative Cash Flow, Manager shall apply funds in the Operating Account as directed by City; provided, however, that Debt Service shall be paid first. Nothing in this Section 9.1(c) shall obligate Manager to advance its own funds on behalf of City or relieve City from the obligation to pay the Management Fee.

(d) **Permissible Expenditures from Operating Account.** Manager may draw upon the Operating Account solely as necessary in connection with the operation and maintenance of the Property and only for the following purposes:

- (i) Operating Expenses, Capital Expenditures, and Debt Service in accordance with the current Property Budget;
- (ii) Any impound or reserve payments required under any financing affecting the Property; and

- (iii) Any other cost, charge, or expense City directs Manager to pay; and
- (iv) Any disbursement of funds requested by City.

9.2 **Prohibited Expenditures.** Manager shall not pay any expenses incurred by Manager that are not authorized under this Agreement from the Operating Account and such expenses shall not be reimbursable by City. Additionally, Manager shall not pay any amount charged by an affiliate of Manager in excess of the fair market value of the applicable goods or services provided to the Property from the Operating Account, nor shall such expenses be reimbursable to Manager or its affiliate by the City. Manager shall not use funds in the Operating Account to satisfy obligations of Manager or any other person or entity.

9.3 **Expenditures requiring Two Authorized Signatures.** Any check drawn on, or withdrawal from, the Operating Account in excess of Five Thousand Dollars (\$5,000) shall require two authorized signatures and City's prior approval in accordance with Section 6.6.

9.4 **Protection of Operating Account Funds.** City acknowledges that Manager maintains bank accounts for itself and other clients using Manager's tax identification number. Manager shall maintain the Operating Account as a separate trust account for the benefit of City and shall not commingle funds in the Operating Account with funds belonging to Manager or any other client. Funds in the Operating Account shall be used solely for expenses relating to the Property.

If Manager becomes aware that funds in the Operating Account are or may become subject to garnishment, levy, setoff, attachment, or any other legal collection process arising from obligations of a party other than City, Manager shall provide written notice to City within two (2) business days after obtaining such knowledge.

If funds are withdrawn, seized, or otherwise applied from the Operating Account to satisfy obligations of a party other than City, Manager shall restore such to the Operating Account within five (5) business days after obtaining knowledge of the withdrawal, seizure, or application. If the financial institution subsequently reimburses the Operating Account for such funds, City shall reimburse Manager for amounts previously restored by Manager.

10. **Required Reports.** Manager shall ensure that all reports required of them by any law or regulation of the State of California or its agencies, including the Secretary of State and the Fair Political Practices Commission, shall be fully and timely filed. If any such report is not filed within ninety (90) days of the date on which the report is due, such failure shall be deemed a material breach of the Agreement that may, at the City's option, result in immediate termination of the Agreement

11. **Amount of Compensation, Management Fee, Reimbursable Expenses, Scheduled and Emergency Services.**

12.1 **Amount of Compensation.** The total compensation payable by City to Manager under this Agreement shall not exceed \$2,999,999.

12.2 **Management Fee.** As compensation for providing the services under this Agreement, City shall pay Manager a management fee in the amount set forth in Exhibit E, Section 1, attached to this Agreement (the "**Management Fee**"). City shall pay the Management Fee to Manager monthly in on the first day of each month. For the avoidance of doubt, Operating Expenses of the Property are separate from the Management Fee and

Reimbursable Expenses, and shall be paid from the Operating Account in accordance with this Agreement.

12.3 Reimbursable Expenses. Manager shall be entitled to reimbursement only for the reasonable direct expenses incurred by Manager within the applicable line items of the City approved Budget that are incurred within Manager's authority ("**Reimbursable Expenses**"). Additionally, City shall pay or reimburse Manager for any taxes imposed on such Reimbursable Expenses. Reimbursable Expenses do not include the items identified in Exhibit F.

(a). **Insurance Reimbursement.** Manager shall be reimbursed for the additional cost of any insurance coverage required by the City that exceeds industry-standard insurance requirements. Insurance Reimbursement shall not exceed \$10,000 per year.

12.4 Reimbursable Staffing Expenses. Reimbursable Staffing Expenses are limited to those costs specifically identified in the Agreement and approved by the City, including approved engineering and property management staffing salaries and maintenance uniforms. City shall pay Manager the fees in the amount set forth in Exhibit E, Section 2, attached to this Agreement in arrears.

12.5 Scheduled Vendor Services. Scheduled Vendor Services are specialized maintenance and minor repairs incidental thereto, inspection, operational, or support services provided by subcontractors or vendors. Vendor Services shall be compensated in accordance with the pricing identified in Exhibit E and are subject to approval by the City under the Agreement.

12.6 Emergency and As-Needed Services. Emergency and as-needed services not included within the Fixed Monthly Management Fees or Scheduled Vendor Services shall be performed at the Hourly and Overtime Rates identified in Exhibit E unless otherwise approved by the City in writing. Any such services shall be subject to City authorization in accordance with the Agreement.

All maintenance, minor repairs incidental thereto, and as-needed services must be routine, usual, and intended for the preservation and protection of the City Properties in a safe and continually usable condition.

12. Indemnity

13.1. Manager's Indemnity of City. Manager agrees to indemnify, defend, and hold harmless the City Parties from and against all claims, demands, actions, liabilities, damages, losses, costs, expenses, penalties, judgments, and attorneys' fees (collectively, "**Claims**") arising out of or related to: (i) acts or omissions of the Manager Parties or Vendors in connection with this Agreement; (ii) acts outside the scope of Manager's authority under this Agreement; or (iii) the negligence, willful misconduct, or violation of law by the Manager Parties or Vendors..

13.2. City's Indemnity of Manager. City agrees to indemnify, defend, and hold harmless the Manager Parties from and against Claims arising solely from: (i) City's ownership of the Property; or (ii) preexisting conditions at the Property prior to the Commencement Date that were not caused, disturbed, exacerbated, or improperly handled by Manager or any Vendor in connection with services performed under this Agreement; except to the extent such Claims arise out of acts outside the scope of Manager's authority under this Agreement or the negligence, willful misconduct, or violation of law by the Manager Parties or Vendors.

13. **Labor Compliance.** Manager shall comply with the labor compliance requirements set forth in Exhibit B, as applicable. If both the City's Living Wage Ordinance and prevailing wage requirements apply to particular work, Manager shall ensure that the highest applicable wage rate is paid for each classification of work.

14. **Notices.** All notices submitted by a party to the other party under or as required by this Agreement shall be sent by either messenger for immediate personal delivery, nationally recognized overnight (one business day) delivery service (i.e., United Parcel Service, Federal Express, etc.), or registered or certified first-class mail, postage prepaid, return receipt requested through the United States Postal Service, to the addresses listed below in this Section 14. Notices may be sent in the same manner to such other addresses as either City or Manager may from time to time designate by notice in accordance with this Section 14. Notice shall be considered received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day the notice is sent by messenger for immediate personal delivery, one (1) business day after delivery to a nationally recognized overnight delivery service, or three (3) days after the notice is deposited with the United States Postal Service in accordance with this Section 14. Any attorney representing a party may give any notice on behalf of such party. The notice addresses for City and Manager, as of the Commencement Date, are as follows:

IF TO City:

City of San Diego
Attn: Director, Economic Development Department
1200 Third Avenue
Suite 1400
San Diego, CA 92101

IF TO MANAGER:

Meissner Commercial Real Estate Services, Inc.
ATTN: Julie Hajjar, President
4995 Murphy Canyon Road, Suite 100
San Diego, CA 92123

15. **Miscellaneous**

16.1 **Interpretation Principles.** No inference in favor of or against City or Manager shall be drawn from the fact that City or Manager drafted any part of this Agreement. City and Manager both participated substantially in negotiation, drafting, and revision of this Agreement, with advice from legal counsel and other advisers of their own selection. A term defined in the singular in this Agreement may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which also govern all other language in this Agreement. The words "include" and "including" shall be construed to be followed by the words: "without limitation." Each collective noun used in this Agreement shall be interpreted as if followed by the words "(or any part of it)," except where the context clearly requires otherwise. Every reference to any document, including this Agreement, refers to such document as modified from time to time (except, at City's option, any modification violating this Agreement), and includes all exhibits, schedules, and riders to such document. The word "or" includes the word "and," except where the context clearly requires otherwise. Every reference to a law, statute, regulation, order, form, or similar

governmental requirement refers to each as amended, modified, renumbered, superseded, or succeeded, from time to time.

16.2 Entire Agreement; Amendments. This Agreement, including all exhibits attached to this Agreement, is the entire agreement between City and Manager regarding the subject matter of this Agreement. It supersedes all prior and contemporaneous negotiations, representations, and agreements, whether written or oral. Any amendment to this Agreement must be in writing and signed by authorized representatives of both City and Manager.

16.3 Partial Invalidity. If any term or provision of this Agreement or its application to any entity or circumstance shall to any extent be invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected by such invalidity. All remaining provisions of this Agreement shall be valid and be enforced to the fullest extent allowed under applicable law.

16.4 California Public Records Act. City shall determine, in its sole discretion, whether information provided by Manager is subject to disclosure under the California Public Records Act ("CPRA"). If Manager objects to the disclosure of any information, Manager shall provide City with written notice identifying the information and the specific legal grounds, including applicable authority, supporting nondisclosure.

If City elects to withhold information in reliance on Manager's notice, Manager shall defend, indemnify, and hold harmless City and its elected officials, officers, employees, representatives, and agents from and against any claim, action, or proceeding seeking disclosure of such information, including all costs and reasonable attorneys' fees incurred by City. City may participate in the defense with counsel of its choosing, and Manager shall reimburse City for all reasonable costs and attorneys' fees incurred in connection therewith.

City shall have no liability to Manager arising from City's disclosure or nondisclosure of information under the CPRA. Manager waives any claim against City and its elected officials, officers, employees, representatives, and agents arising from City's disclosure or nondisclosure of information under the CPRA.

16.5 Employment of City Staff. Under City Council Policy 300-11, if Manager employs an individual, who, within 12 months immediately preceding such employment, did, in the individual's capacity as a City officer or employee, participate in, negotiate with, or otherwise have an influence on the recommendation made to City's City Council in connection with the entry into this Agreement, City, in its sole and absolute discretion, shall have the right to unilaterally and immediately terminate this Agreement by notice to Manager.

16.6 Charter Section 225. Manager shall comply with the disclosure requirements of San Diego City Charter section 225. Manager shall require its contractors, subcontractors, operators, licensees, Vendors, subtenants, and assignees to comply with such requirements. Any person or entity proposed to acquire an interest in this Agreement shall be subject to City's prior written approval in City's sole discretion.

16.7 Local Business and Employment. Manager acknowledges City's goal of promoting employment and business opportunities for local residents and firms. To the

extent practicable, Manager shall use reasonable efforts to hire qualified local residents and to solicit bids and proposals from qualified local firms in connection with the performance of this Agreement.

16.8 **Political Activities.** Manager shall not permit the Property to be used for political campaign activities, including activities supporting or opposing any candidate for public office or any ballot measure. Notwithstanding the foregoing, Manager may permit the Property to be used for nonpartisan candidate forums, debates, and similar events at which two or more candidates are provided an opportunity to participate.

16.9 **Due Process and Safety Ordinance.** SDMC section 52.1506 requires certain contractors to follow and implement additional requirements. If applicable here, Manager shall do the following: (a) comply with California Government Code sections 7285.1 and 7285.2 (Immigrant Worker Protection Act), as it may be amended; (b) comply with Penal Code sections 13778.3, 1524.2(c), and 1546.5, all as they may be amended; (c) keep all information relating to protected personal characteristics or protected personal activity (as those terms are defined in SDMC section 52.1502) received or obtained in performance of this Agreement confidential and not share or transmit any such information to any third party unless required to do so by law, to perform this Agreement; (d) display public-facing signage required by SDMC section 52.1507(b) at public entrances to facilities for all relevant properties in the City of San Diego; (e) include a requirement to comply with SDMC sections 52.1506(a)(1) through (a)(5) in all subcontracts that Manager enters into related to this Agreement; and (f) provide notice within five business days of Manager's receipt of any request from federal law enforcement personnel, out-of-state law enforcement personnel, or a private party acting under the color of law enforcement authority for assistance with any law enforcement activity related to a protected personal characteristic or protected personal activity (as all of those terms are defined in SDMC section 52.1502).

16.10 **Survival.** The rights and obligations of City and Manager that by their nature are intended to survive the expiration or termination of this Agreement, including payment obligations, indemnification obligations, confidentiality obligations, record retention obligations, and audit rights, shall survive such expiration or termination.

16.11 **Unavoidable Delay.** A delay in either Manager's or City's performance of any obligation under this Agreement arising from or on account of any cause beyond such party's reasonable control, including strikes, labor disputes or other union activities, casualty, war, acts of terrorism, riots, government action or inaction, regional natural disasters, or inability to obtain materials, shall not constitute a default under this Agreement for so long as the delay continues; provided, however, that this Section 16.11 does not apply to the payment of money unless the delay in payment is caused by one of the events described above that prevents or materially limits the ability to transfer funds by or between federally regulated financial institutions. Unavoidable Delay does not include delay caused by a party's financial condition, illiquidity, or insolvency.

16.12 **Authority.** Each person signing this Agreement on behalf of City or Manager represents that such person is duly authorized to sign and deliver this Agreement on behalf of the entity for which such person signs and that this Agreement is binding upon such entity in accordance with its terms.

16.13 **Single Use Plastic Reduction Ordinance.** Manager shall comply with the City's Single Use Plastic Reduction Ordinance, SDMC sections 66.0901 through 66.0907, as may be amended, except to the extent an exemption applies under such ordinance.

16.14 **Counterparts.** This Agreement may be signed in multiple counterpart originals, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

16.15 **Exhibits.** All exhibits attached to this Agreement are incorporated into and made a part of this Agreement. In the event of a conflict between the terms of this Agreement and any exhibit, the terms of this Agreement shall control unless the exhibit expressly states otherwise.

Exhibit A – General Contract Terms and Provisions

Exhibit B – Wage Requirements

Exhibit C – Prevailing Wage Log

Exhibit D – Property

Exhibit E – Price Schedule

Exhibit F – Reimbursable Expense Exclusions

Exhibit G – Reporting Requirements

Exhibit H – Asbestos Containing Materials

CITY:

City of San Diego,
a California Municipal corporation

By: 
Date: 08/11/2026
Name: Claudia Abarca
Title: Director, Purchasing & Contracting

MANAGER:

Meissner Commercial Real Estate Services, Inc.

By: 
Date: 08/10/2026
Name: Julie Hajjar
Title: President

Approved as to form this 11th day
of August, 2026.

HEATHER FERBERT, City Attorney

BY: 
Julie Gough Inman (Aug 11, 2026 09:34:32 PDT)
Name: Julie Gough Inman
Title: Deputy City Attorney

Exhibit A



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. Reserved.

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. Reserved..

ARTICLE II CONTRACT ADMINISTRATOR

2.1 Contract Administrator. Reserved.

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. Reserved.

ARTICLE III COMPENSATION

3.1 Manner of Payment. Reserved.

3.2 Invoices. This Section 3.2 shall apply except as otherwise addressed in the Contract.

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 thirty (30) 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. Reserved.

4.3 City's Right to Terminate for Default. Reserved. .

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. 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

Reserved.

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.

13.20 Due Process and Safety Ordinance. Section 52.1506 of the San Diego Municipal Code (SDMC) requires certain Contractors to follow and implement additional requirements. If applicable here, Contractor shall do the following: (a) comply with California Government Code sections 7285.1 and 7285.2 (Immigrant Worker Protection Act), as it may be amended; (b) comply with Penal Code sections 13778.3, 1524.2(c), and 1546.5, all as they may be amended; (c) keep all information relating to protected personal characteristics or protected personal activity (as those terms are defined in SDMC section 52.1502) received or obtained in performance of this Contract confidential and not share or transmit any such information to any third party unless required to do so by law, to perform this Contract; (d) display public-facing signage required by SDMC section 52.1507(b) at public entrances to facilities for all relevant properties in the City of San Diego; (e) include a requirement to comply with SDMC

sections 52.1506(a)(1) through (a)(5) in all subcontracts that Contractor enters into related to this Contract; and (f) provide notice within five business days of Contractor's receipt of any request from federal law enforcement personnel, out-of-state law enforcement personnel, or a private party acting under the color of law enforcement authority for assistance with any law enforcement activity related to a protected personal characteristic or protected personal activity (as all of those terms are defined in SDMC section 52.1502).

EXHIBIT B

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

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

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

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

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

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

unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

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

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

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

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

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

B. Living Wages. This Contract is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Contractor 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), Contractor 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/>. Contractor 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), Contractor 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. Contractor 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 Contractor or its subcontractors are found to be in violation of any of the provisions of the LWO.

5. Payroll Records. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor 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 Contractor and all subcontractors must comply with both ordinance requirements.

6. Certification of Compliance. San Diego Municipal Code section 22.4225 requires each Contractor 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. Contractor 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, Contractor must complete the Living Wage Ordinance Application for Exemption.

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

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

COMPANY INFORMATION

Company Name: Meissner Commercial Real Estate Services

Company Address: 4995 Murphy Canyon Road, Suite 100, San Diego, CA 92133

Company Contact Name: Kathy Sullivan

Contact Phone: 858-729-8899

CONTRACT INFORMATION

Contract Number (if no number, state location): 20000200-27-B

Start Date: 8/11/26

Contract Title or description: Property Management Agreement

End Date: 12/31/26

Purpose/Service Provided: Property Management Services for CCP

TERMS OF COMPLIANCE

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

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

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

CONTRACTOR CERTIFICATION

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

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

Julie Hajjar

Name of Signatory



Signature

President

Title of Signatory

8/10/2026

Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt:

LWO Analyst:

Contract Number:

Exhibit C
Prevailing Wage Log

[illegible]

Exhibit D

Property

The Property consists of the land and improvements commonly known as Civic Center Plaza, 1200 Third Avenue, consisting of approximately 265,986 square feet; the land and improvements commonly known as 201 A Street, consisting of approximately 29,115 square feet; and the land and improvements commonly known as 101 Ash Street, consisting of approximately 314,545 square feet.

Exhibit E
Price Schedule

Section 1. Management Fees

Facility	Fixed Monthly Management Fee if all Three Properties are Included	Fixed Monthly Management Fee for CCP and 201 A Street Only	Fixed Monthly Management Fee for CCP Only
Civic Center Plaza	\$10,700.00	\$10,700.00	\$12,250.00
201 A Street	\$2,675.00	\$2,675.00	N/A
101 Ash Street	\$6,420.00	N/A	N/A
Subtotal	\$19,795.00		
Annual Cost (Total x 12)	\$237,540.00		

Section 2. Monthly Reimbursable Staffing Expenses for All Three Properties (subject to attached Exhibit E - Price Schedule | Assumptions, Conditions and Clarifications)

Description	CCP	201 A Street	101 Ash Street	Total
Engineering Staff Salaries	\$38,373.01	\$4,243.30	\$37,345.09	\$79,961.40
Property Management Salaries	\$11,978.86	\$2,993.61	\$7,185.99	\$22,158.46
Maintenance Uniforms	\$198.00	\$22.00	\$150.00	\$370.00
Subtotal				\$102,489.85
Annual Cost (Total x 12)				\$1,229,878.22

Section 3. Monthly Reimbursable Staffing Expenses For CCP and 201 A Street (subject to attached Exhibit E - Price Schedule | Assumptions, Conditions and Clarifications)

Description	CCP	201 A Street
Engineering Staff Salaries	\$38,373.01	\$4,243.30
Property Management Salaries	\$18,446.25	\$3,712.20
Maintenance Uniforms	\$198.00	\$22.00

Section 4. Monthly Reimbursable Staffing Expenses for CCP (subject to attached Exhibit E - Price Schedule | Assumptions, Conditions and Clarifications)

Description	CCP
Engineering Staff Salaries	\$42,616.31
Property Management Salaries	\$22,158.46
Maintenance Uniforms	\$220.00

Section 5. Scheduled Vendor Services

Type of Service	Company Name	License # (If applicable)	DIR Registration # (If applicable)	Hourly Rate	Overtime Rate	Contract costs
Window washing and swing stage inspection for Civic Center Plaza and window washing at 201 A Street.	DenCoy, Inc. dba A Plus Window Cleaning (CCP and KC) Sky Rider Equipment Company, Inc. (CCP)	A Plus - N/A Sky-Rider: 464955	A Plus - N/A Sky Rider - 1000006576	N/A N/A	N/A N/A	Vendors are under contract and not required for hourly work. Estimated pricing is in the budget.
HVAC services, including quarterly maintenance for the chiller, annual inspection of the boiler, annual variable frequency drive (VFD) inspection, quarterly preventative maintenance on HVAC for elevator rooms, annual closed loop testing, minor repairs, and supplies, 7 th floor IDF HVAC unit	A.O. Reed & Co. - HVAC Service & Primary Repair Vendor (201 & CCP) R.B. Filtration - HVAC Filters (CCP)	AO Reed - 7731 RB Filtration - N/A	AO Reed - 1000000157 RB Filtration - N/A	AO Reed - HVAC: \$169/hr; Chiller Mech: \$225/hr. RB Filtration - N/A	AO Reed: HVAC: \$253.50/OT; \$338/hr DT; ; Chiller Mech: \$337.50/hr OT; \$450/hr DT. AO Reed: \$125/hr Vehicle Rate per Service Call. RB Filtration - N/A	Service vendor is under contract. Please refer to attached for contract costs. Other than supplies which are purchased by Meissner and billed back for cost, and by RB Filtration for Filters which are provided 2x/yr for CCP. Note: Filters are provided for 201 as part of the contract with AO Reed. Estimated costs are per the budget.
Plumbing maintenance and minor repairs that are incidental to maintenance, including but not limited to annual sump pump valve replacement, annual backflow inspection, snaking of all drains, check valves for sewage lines	A.O. Reed & Co. - Plumbing service & Primary Repair Vendor (201, CCP, Ash) Bill Howe Plumbing, Inc. - backup vendor (CCP, 201)	AO Reed - 7731 Bill Howe - 488413	AO Reed - 1000000157 Bill Howe - 1000018192	AO Reed \$169/hr	\$253.50/hr OT; \$338/hr DT.	Service vendor is under contract for plumbing services. Please refer to attached for contract costs. Other than supplies which we often purchase are reimbursed to Meissner at cost, or paid to a variety of vendors where supplies can be sourced at the best cost.

Exhibit E

Price Schedule

Maintenance and minor repairs that are incidental to maintenance of the exterior of properties identified in this RFP	Solid Property Services, Inc. (CCP & Ash) A&C Landscaping, Inc. (CCP, Ash & 201)	Solid - 043922 A&C - 913676	Solid - 1000057550	N/A N/A	N/A N/A	Solid - Work is performed per proposal and subject to written contract for specific work, when needed. A&C performs misc. exterior repairs based upon bids.
Landscaping services, including but not limited to, repairs and maintenance to irrigation systems and timers, interior plant care and as-needed landscaping services, weekly east side plaza cleanup at Civic Center Plaza	A&C Landscaping, Inc. (CCP, Ash & 201) Junipers, Inc. (CCP) Sandstrand Services (CCP)	A&C - 913676 Junipers - N/A Sandstrand - N/A	A&C - 2000014385 Junipers - N/A Sandstrand - N/A	A&C TBD Junipers - N/A Sandstrand - N/A	A&C TBD Junipers - N/A Sandstrand - N/A	A&C Landscaping performs exterior landscape maintenance per contract costs, plus repairs based upon proposed costs. Junipers - performs bi-weekly interior common area plant care based upon contracted costs. Sandstrand performs E plaza power washing on a weekly basis per contract costs.
Monthly exterior pest control , and as needed pest control services.	Rentokil North America, Inc. dba Pestgon (CCP, Ash, 201)	1001615	N/A	N/A	N/A	Rentokil performs exterior pest control on a monthly (201) and twice monthly (CCP, Ash) basis on a contract basis. Additional services are per bid and subsequent Amendment to contract.
Security Services	Guard West Security Services, Inc. (CCP/201 combined; and Ash)	N/A	N/A	depends on position (rates per contract)	depends on position (rates per contract)	Guard West performs Lobby Armed Guard Services (60hrs/wk) for CCP, 24/7 Security Guard services (one guard 24/7 at CCP/201 combined; two guards 24/7 at Ash), and 1 Security Supervisor (40hrs/wk each at CCP/KC combined and at Ash) per contract rates.
Fire life safety systems, including but not limited to generators, CO2 sensors, garage exhaust fans, infrared scanning, annual alarm device inspections, fire pump test, 24/7 alarm monitoring, annual roll-down door inspections, annual fire extinguisher inspections, and annual high-rise inspections	Low Voltage Fire, LLC (CCP, 201, Ash) Western Fire Protection, Inc. (CCP, 201, Ash) Collicutt Energy Services Inc. (CCP, Ash) Vortex Industries LLC (CCP, Ash) San Diego Door Controls, Inc. (CCP, Ash) SI Testing, Inc. (Ash, CCP, 201)	Low Voltage -1132925 Western Fire - 588039 Collicutt -588039 Vortex - 287885 SD Door - 745020 SI Testing - 1015372	Low Voltage- 2000011831 Western Fire - 1000000748 Collicutt - 1000013881 Vortex - 1000860141 SD Door - 1000580649 SI Testing - 1000040125	LV - \$220/hr WF - \$160/hr (Min 3hrs plus truck charge/fuel \$185) Collicutt - TBD Vortex - \$275/hr (min 1hr) SD Door - \$210/hr (PW Rptg \$50/job + \$180 Trip Chrg) SI Testing - N/A	LV - \$250/hr; \$290/hr-Sat; \$315/hr-Sun/Hol WF \$238/hr OT; Emerg/DTS320/hr (Min 3hr plus truck charge/fuel \$185) Vortex - \$412.50/hr OT; \$550/hr DT (min 1hr) SD Door - \$310/hr (PW Rptg \$50/job + \$180 Trip Chrg) SI Testing - N/A	Fire Alarm, Fire Sprinkler, Fire Pump, Fire Alarm Monitoring, and CO2 Sensors Inspections, Testing and Repairs are currently under contract with Low Voltage. Vortex or SD Door Controls performs annual Fire Door Drop Tests at Ash and CCP per contract. Infrared services are completed by SI Testing under service contract. High Rise Inspection is completed by SD Fire-Rescue at current contract rates.
Elevator Maintenance and Minor Repairs	N/A - City of San Diego holds Citywide contract with Otis Elevator.	7031	Otis - 1000003571	\$380/hr	\$647/hr	No elevator contract is on file for Ash due to Building Entry Protocol (elevators are not operating). Elevators for CCP and 201 were subject to a Citywide contract with Otis. However, Meissner is working with Otis currently to try to contract with them directly. Contract language is currently under review. If terms cannot be agreed upon, Meissner will not be able to contract for elevator services. Note: Meissner will try to seek services through alternative elevator service providers but cannot guarantee this can happen, based upon the stringent language in the PMA with the City.

Section 6. Emergency and As-Needed Services

Type of Service	Company Name	License #	DIR Registration #	Hourly Rate	Overtime Rate	Contract costs
Plumbing	A.O. Reed & Co. Bill Howe Plumbing, Inc.	7731 488413	AO Reed - 1000000157 Bill Howe - 1000018192	AO Reed - \$169/hr Bill Howe: \$255/hr (1-hr min)	AO Reed - Bill Howe: \$425/hr + \$250 Emergency Fee	
HVAC	A.O. Reed & Co. Jackson & Blanc	7731 188961	AO Reed - 1000000157 Bill Howe - 1000003943	\$169/hr \$175/hr	\$253.50/hr OT; \$338/hr DT OT \$250/hr (4pm-7am & Sat); \$350/hr DT	
Fire Life Safety	Low Voltage Fire, LLC T.R.L. Systems, Incorporated Western Fire Protection, Inc. Collicutt Energy Services Inc.	1132925 413747 588039 987668	Low Voltage - 2000011831 TRL Systems -2000000567 Western Fire - 1000004179 Collicutt - 1000013881	LV - \$220/hr WF \$160/hr (Min 3hrs plus truck charge/fuel \$185)	LV \$250/hr; \$290/hr-Sat; \$315/hr-Sun/Hol WF \$238/hr OT; Emerg/DTS320/hr (Min 3hr plus truck charge/fuel \$185)	
Electrical	Laser Electric, Inc. Baker Electric & Renewables, LLC	513888 161756	Laser - 1000000032 Baker - 1000000466	Laser - TBD Baker - TBD	Laser - TBD Baker - TBD	
Minor Repairs - Doors Minor Repairs - Doors	Vortex Industries LLC San Diego Door Controls, Inc.	287885 745020	Vortex - 1000860141 SD Door - 1000580649	Vortex -\$275/hr (min 1hr) SD Door - \$210/hr (PW Rptg \$50/job + \$120 Trip Chrg)	Vortex - \$412.50/hr OT; \$550/hr DT (min 1hr). SD Door - \$310/hr (PW Rptg \$50/job + \$180 Trip Chrg)	Service calls are based upon hourly rates; however, repairs are per proposal and subject to a contract for specific work.
Elevator Maintenance, Service and Repairs	Otis Elevator Company	7031	Otis - 1000003571	\$380/hr	\$647/hr	

Exhibit E

Price Schedule

Roof Repairs and Maintenance	Sylvester Roofing Co., Inc.	516696	Sylvester - 1000006357	\$135/hr + \$95./day Truck Fee	\$202.50/hr OT; \$270/hr DT (4hr min) + \$95/hr Truck Fee	Once an roof inspection is completed, we contract for roof repairs based upon the scope of work. Hourly rates pertain to service calls.
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Exhibit E – Price Schedule
Assumptions, Conditions and Clarifications

Section 2. Monthly Reimbursable Staffing Expenses for All Three Properties;
Section 3. Monthly Reimbursable Staffing Expenses for CCP and 201 A Street; and
Section 4. Monthly Reimbursable Staffing Expenses for CCP

Engineering Staff Salaries

Engineering Staff Salaries are estimated based upon FY27 budget and are subject to the following assumptions and conditions:

Manager does not directly employ the Engineers. The Engineers assigned to the Ash and CCP Properties are employed by San Diego Services, LLC dba Paragon Engineering Service. The engineering services agreement is a cost-plus contract, under which all labor and related costs incurred pursuant to the applicable IUOE collective bargaining agreements, as well as Paragon's employment-related costs, are passed through to the property without markup by Manager.

Employment terms are governed by the applicable collective bargaining agreements between IUOE Local 501 and BOMA Los Angeles/Paragon for the Ash Property, and between Paragon and IUOE Local 501 for the CCP property.

The current IUOE collective bargaining agreements expire on October 31, 2026. Since successor agreement terms are not yet available, budgeted costs from November 1, 2026 through June 30, 2027 are estimated. Actual costs will not be known until new agreements are negotiated and ratified.

Hourly wage rates are based on each Engineer's classification as established in the applicable IUOE collective bargaining agreement(s).

Employer contributions for Health & Welfare, Pension, Annuity, Apprentice & Education Fund, and the IUOE National Training Fund are made in accordance with the collective bargaining agreement(s).

Paragon payroll taxes and insurance costs are estimated at 20.77%, although costs may vary. In addition, Paragon charges a 5% overhead fee and a 5% markup fee.

Engineering Staff Salaries include customary December bonuses, consistent with historical practice.

Cell Phone expense are included as a reimbursable pass-through expense from Paragon Engineering Services.

Costs beyond FY27 cannot be reasonably determined at this time.

Employee benefits, including seniority, holidays, vacation, sick leave, bereavement leave, jury duty, and other paid leave, are governed by the applicable IUOE collective bargaining agreement(s).

Upon separation from employment, Engineers are entitled to payment for all accrued and unused vacation time and, depending on the timing of separation, any unused floating holidays.

As of July 20, 2026, accrued vacation balances for the Ash Engineers were: Lead Engineer – 142.66 hours; Chief Operating Engineer – 278.96 hours.

As of July 20, 2026, accrued vacation balances for the CCP Engineers were: Lead Engineer – 107.85 hours; Chief Operating Engineer – 210.94 hours.

Any accrued vacation and unused floating holiday payouts upon separation will result in additional billings. These potential costs are not reflected in Exhibit E, but will be payable when incurred and are therefore subject to reimbursement.

The Engineers for the CCP Property serve both the CCP and the 201 A Street Property. In the event that services for the 201 A Street Property are no longer required, Engineering Salaries shall be reallocated 100% to the CCP Property vs. (currently split 90% to CCP and 10% to 201 A Street).

Property Management Salaries

Property Management Salaries are estimated based upon the FY27 budget.

Manager currently employs a Senior Real Estate Manager and a Property Coordinator as the CCP on-site property management team responsible for day-to-day property management for the Ash Property, the CCP Property, and the 201 A Street Property.

Property Management Salaries include estimated burden costs, currently estimated at 20%, which are subject to change. In addition, Living Wage Ordinance benefits wages are currently applicable to the Property Coordinator, although these costs are also subject to change.

If the City terminates property management services for any portion of the Properties, a dedicated on-site property management team will still be required. Accordingly, Property Management Salaries will be reallocated to the remaining Properties in accordance with Exhibit E. If only the CCP Property remains under management, a dedicated on-site property management team will continue to be required. In that event, 100% of the Property Management Salaries will be allocated to the CCP Property.

For clarification:

If the City terminates property management services for the Ash Property, the Property Management Salaries previously allocated to the Ash Property will be reallocated 90% to the CCP Property and 10% to the 201 A Street Property, and added to the respective Property Management Salaries for those Properties.

If the City terminates property management services for the 201 A Street Property, the Property Management Salaries previously allocated for the 201 A Street Property shall be reallocated 100% to the CCP Property and added to the Property Management Salaries for the CCP Property.

If only the CCP Property remains, 100% of the Property Management Salaries shall be allocated to the CCP Property.

Accrued Leave – Any payouts for accrued vacation or unused floating holidays resulting from separation of employment of one or more members of the Property Management Team will be billed separately. These potential costs are not reflected in Exhibit E but shall be reimbursable by the City if and when incurred.

Note: Per the Asset Manager, accrued leave through August 10, 2026, shall be rolled into the Sole Source Agreement, rather than paid out upon termination of the current Property Management Agreement between Manager and the City expiring on August 10, 2026.

Exhibit F
Reimbursable Expense Exclusions

Master Tenant shall reimburse the Manager for reasonable direct expenses incurred by Manager **within** the applicable line items of the Budget, and which are incurred within Manager's authority. Notwithstanding the reimbursable costs noted above, Reimbursable Expenses shall not include the following:

- (1) Office equipment and supplies other than those located at the Properties and used exclusively for the Properties;
- (2) Any overhead expenses of Manager incurred in its general offices with the exception of on-site employee overhead allocation, if applicable;
- (3) Expenses for accounting, bookkeeping, reporting, check writing software, software training, and electronic data processing services;
- (4) Compensation of executive and supervisory personnel of Manager;
- (5) Compensation and expenses applicable to time spent on matters other than the Properties;
- (6) Cost of gross salary and wages, payroll taxes, insurance, worker's compensation and other benefits for Manager's personnel not located at the Properties, with the exception of roving maintenance personnel (including Manager's Chief Engineer, if any) who may be needed at the Properties from time to time;
- (7) Membership fees or dues of any kind for any of Manager's employees, contractors, subcontractors, operators, licensees, or vendors, except for licenses required for Engineers to perform duties, costs of which shall be reimbursable; and
- (8) Fees for any professional licenses required pursuant to this Agreement or required for Manager to perform the services under this Agreement.
- (9) Cost attributable to losses arising from gross negligence, intentional misconduct, or breach of this Agreement on the part of the Manager, its agents, employees, or contractors.
- (10) Bonuses or incentives paid to any of Manager's officers, employees, agents, or contractors, whether Property Employees or not, except for annual bonuses in line with historical bonuses paid to Engineers, costs of which shall be reimbursable.

Exhibit G

Reporting Requirements

ANNUAL BUSINESS PLAN AND BUDGET REQUIREMENTS

1. Executive Summary
2. Property Analysis
3. Operating Budget
4. Capital Budget

MONTHLY REPORTING REQUIREMENTS

1. A review of operations for the preceding month, including a summary describing leasing, tenant issues, property operations, and key events.
2. A summary showing the subtenant requests and Manager's action on those requests.
3. Actual monthly and year-to-date statements and reports in the same format as the Operating Budget, a schedule of accounts receivable, a balance sheet as of the end of the month, as well as any information reasonably requested by Master Tenant. The statements and reports should include the associated monthly, quarterly, and year-to-date budget figures and calculated compensation.
4. Manager shall provide a commentary on any items which vary from the Operating Budget by more than 5% or \$5,000 on a year-to-date basis.
5. A General Ledger statement for the month.
6. Rent Roll
7. Expense Distribution Report
8. Check Register
9. Aging Report
10. Monthly statements of subtenant billings, collections, unpaid balances, vacancies, and adjustments made the prior month.
11. Bank Statements
12. Prevailing Wage Compliance Log
13. Copies of all invoices paid on the check register for that month.

EXHIBIT H

ASBESTOS CONTAINING MATERIALS ("ACM")

GENERAL

- A. Contractor must not disturb any known or suspected Asbestos Containing Materials ("ACM") or untested paint or paint containing more than 600mg/kg lead.
 - B. Contractors must follow all applicable federal, state, and local regulations.
 - C. Until otherwise notified in writing by the City of San Diego, all Contractor or sub-contractor employees or personnel entering the building must have submitted the following certifications to the City Contact for review and approval at least 24 hours prior to the scheduled entry:
 - 1. At a minimum, a current 2-hour OSHA Asbestos Awareness Training Certificate;
 - 2. A current medical evaluation for clearance to wear a negative pressure respirator; and
 - 3. A current Fit Test (at a minimum, a half face negative pressure regulator must be worn while in the building core).
 - D. Until otherwise notified in writing by the City of San Diego the Building Access Protocol (see Appendix A - Building Access Protocol) must be followed when entering and exiting the building's core. Access is only permitted from the "A" parking level. All tools and equipment leaving the building's core must be properly decontaminated (wet wiped).
 - E. Contractors must always be accompanied by a City of San Diego Representative in the building, until further notice is provided.
 - F. Unless otherwise notified in writing by the City of San Diego, a Certified Asbestos Abatement Contractor registered with the California Department of Occupational Safety and Health (DOSH) must also be present for all Work being done in the building, including but not limited to access above the ceiling grid. No work shall be performed above the ceiling grid without prior authorization from the City of San Diego. For Operations and Maintenance (O&M) work, the City will supply an Asbestos Abatement Contractor.
 - G. All debris created from any Contractor work must be immediately and properly cleaned up by a Certified and DOSH Registered Asbestos Abatement Contractor.
 - H. It is possible the Contractor will encounter previously unidentified suspect hazardous materials while working in this building. The Contractor and their staff shall be vigilant in looking for and reporting suspect materials throughout the project:
 - 1. If actual or suspected ACM debris is encountered, stop work and immediately notify the onsite City Representative so the Asbestos Abatement Contractor can be instructed to properly clean the area. Once the area has been cleaned the City will visually clear the area and notify the Contractor that work may resume.
 - 2. If additional suspect ACM or loose and flaky lead paints are identified, and have been or need to be disturbed, stop work in that area and immediately notify the City Contact.
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- a. As soon as possible and as needed, the City will arrange for sampling of the suspect materials and determine if abatement or other measures are required.
 - b. If abatement is required, the Contractor shall remain out of that work area and not return until the abatement has been completed, the area cleared, and Contractor has been notified that work may resume. If abatement is not required, the City will inform the Contractor that work may resume in that area.
- I. If a paint coating is present and no laboratory results are provided, it shall be assumed to contain lead above acceptable regulatory levels (currently 600mg/kg), unless the City performs sampling to determine otherwise. Disturbing this paint/coating would require a California Department of Public Health certified Lead Abatement Worker and/or Supervisor to perform the work following all applicable regulations.

CONTRACTOR'S RESPONSIBILITIES

- J. Contractor acknowledges by signing this Contract that it has been informed of known Asbestos Containing Materials present in the building, if any. Contractor further acknowledges that it will timely inform all employees and sub-contractors working under this Contract of known ACM in the building prior to commencing Work. (See APPENDIX B List of Known ACM Building Materials, if applicable).
 - K. Safety Requirements. All work performed under this Contract shall be performed in such a manner as to provide maximum safety to the public and employees and shall comply with all safety provisions and regulations. The Contractor is responsible for abiding by all federal, state, and local requirements. Contractors who have ten (10) or more employees shall have an injury/illness program as required by Cal/OSHA. The City reserves the right to issue restraining or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported.
 - L. Personal Protective Equipment (PPE) Until otherwise notified in writing by the City of San Diego, PPE including protective suits, booties, head covering, gloves and respiratory protection are required to be worn at all times upon entering or exiting the building's core ("A" parking level passenger elevator lobby and floors 1-21) through the decontamination area and while in the building's core. At minimum a half face negative pressure Respirator shall be worn. PPE shall be supplied by the Contractor for its staff and properly worn, as required, and in full compliance with all federal, state and local regulations.
 - M. Damages. Contractor's personnel will immediately report any damages, defects, leaks, power outages, or any other problems or irregularities including any injuries to the City Contact or designee.
 - N. The Contractor shall be responsible for all harm or injury to persons or property that are the result of the fault or negligence of the Contractor, the Contractor's employees, or the Contractor's sub-contractors.
 - O. Parking. While on City premises, the Contractor is responsible for all parking fees, tickets, and permits and shall obey all parking regulations.
 - P. Other. City Work Rules - Employees and agents of the Contractor shall, while on the premises of the City, comply with all City rules and regulations. The
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Contractor shall acquaint itself with conditions at the work site so as not to interfere with City operations. The Contractor shall not stop, delay, or interfere with City work schedules without the prior approval of the City.

ENCOUNTERS OF HAZARDOUS SUBSTANCES

- Q. Any substance is considered a “Hazardous Substance” if it is toxic, corrosive, flammable, combustible, radioactive, an irritant, a strong sensitizer, or if it may cause substantial personal injury or substantial illness as a proximate result of any customary or reasonably foreseeable handling or use.
- R. If the Contractor encounters, causes the release of, or has knowledge of a release or an imminent release of any Hazardous Substance, including ACM, work in the area shall immediately cease and workers shall vacate the area. The Contractor shall immediately notify the City Contact. The City will investigate and will notify the County of San Diego, Department of Environmental Health (DEH) at (619) 338-2222 (during business hours) or by calling 911 (outside business hours), and/or the San Diego Air Pollution Control District as required. If there is an immediate fire, explosion, health or safety threat, the Contractor shall promptly notify the Fire Department by calling 911.
- S. “Hazardous waste” can be defined as waste with properties that make it potentially dangerous or harmful to human health or the environment and appears on one of the four Resource Conservation and Recovery Act (RCRA) hazardous wastes lists (the F-list, K-list, P-list, or U-list) or that exhibits one of the four characteristics of a hazardous waste – ignitability, corrosivity, reactivity, or toxicity. Hazardous waste also includes non-RCRA Hazardous waste per the California Health and Safety Act. “Regulated waste” is waste regulated by the State of California but not considered hazardous. A waste determination shall be performed by the City, as required, on all potential hazardous waste or regulated waste that may be generated at this location, within 10 days of generation, but not later than the end of the project, to determine if it meets hazardous waste criteria in accordance with 22 CCR Division 4.5 or any other pertinent law or regulation which could restrict the disposal of the waste to a municipal landfill, sewer discharge, or storm drain discharge.
- T. If the waste determination was required due to a Contractor’s negligence, that Contractor will be responsible for all costs associated with the waste determination and disposal of the regulated or hazardous waste.
- U. If hazardous waste or regulated waste is generated during the normal course of the work performed under this Contract, the City will coordinate the proper disposal at no cost to the Contractor. If hazardous waste or regulated waste disposal is required due to a Contractor’s negligence, then proper waste disposal in accordance with applicable local, state and federal regulations will be coordinated by the City and the Contractor will be responsible for the associated costs.

REGULATORY REPORTING FOR CHEMICAL RELEASE OR THREATENED RELEASE

- V. Chemical releases or threatened releases involving gas, liquid or solid hazardous materials or hazardous waste shall be immediately assessed utilizing the County Department of Environmental Health’s Assessment Form as a guide to determine if the incident requires regulatory reporting to the California Emergency
-

Management Agency, County Department of Environmental Health, Hazardous Materials Division, the National Response Center, or any other pertinent regulatory agency. See the Contract appendices for a copy of County Department of Environmental Health's Assessment form.

- W. Untimely reporting of a chemical release or threatened release shall subject the Contractor to fines and penalties by the County of San Diego and any other pertinent regulatory agency.
 - X. Chemical releases or threatened releases involving gas, liquid, or solid hazardous materials or hazardous waste shall be immediately reported to the City.
 - Y. Chemical releases caused by the Contractor and any contaminated media (rags, absorbents, soil, etc.) shall be immediately contained, cleaned up, and handled as hazardous waste by a certified Abatement Contractor trained for the type of hazard present, at the Contractor's expense. The media shall be handled as hazardous waste unless a complete hazardous waste determination, as coordinated by the City, identifies the waste to be non-hazardous.
 - AA. A Chemical Release Report Form or similar document shall be completed and emailed to the Contract Administrator or City designee promptly, this must occur within 4 hours of the chemical release. This includes all release incidents of hazardous materials or hazardous wastes for any size release that required regulatory reporting as determined by the County Department of Environmental Health's Assessment form. The Contract appendices contain a blank Chemical Release Report Form.
-

Appendix A

Building Access Protocol

Procedures to enter 101 Ash Street building during restricted access status:

1. Any visitor(s) [internal & external] requesting access to the building's restricted areas must submit the following documentation for evaluation and approval 72 hours in advance to the desired entry date:
 - 1.A Training Certificates: For the purpose of conducting walkthroughs and inspections, 1) a 2-hour Asbestos Awareness training certificate at a minimum. Additional acceptable asbestos training certifications are; AHERA Building Inspector, AHERA Supervisor, AHERA Worker, 16 Hour Operations and maintenance (O&M); and 2) a Respiratory Protection (RP) and Personal Protection Equipment (PPE) training will be required (required yearly).
 - 1.B Medical – clearance for person(s) to use RP. (required yearly).
 - 1.C Current Respirator Fit Test certificate (required yearly).
 - 1.D In case of Asbestos Containing Materials (ACM) are potentially to be disturbed, a 16-Hour Operations and Maintenance (O&M) training certificate is required. Training shall include an RP and PPE training (required yearly).
2. Upon access granted in writing by City Staff, visitor(s) shall check-in with building security and sign-in. Visitor(s) will then have to read and acknowledge the restricted areas access protocols.
3. Visitor(s) will be escorted by City personnel to the clean area outside the decontamination area and will put on disposable protective clothing. Acceptable protective clothing may include but is not limited to full body covering, foot covering, head covering, gloves, eye protection, and hard hats.
4. Tape protective clothing as necessary to prevent trip hazards when walking.
5. Put on respirator. Do user seal check (negative/positive check).
6. From clean area, enter through the decontamination area. One alternate emergency exit shall remain unlocked during hours of access to the restricted areas.
7. Personnel will be escorted at all times by City of San Diego staff.

Procedure to exit 101 Ash Street building during restricted access status:

1. Any visitor(s) leaving the restricted area is required to strictly follow the below listed procedures:
 2. Before entering the decontamination area from the restricted area, remove all visible gross debris with wet cloths or HEPA vacuum. No blowing, shaking or brushing debris from suits.
 3. Inside the decontamination area, remove all protective clothing only (RP shall remain on). Deposit in labeled bags or containers the disposable protective clothing only.
 4. Wet-wipe reusable equipment including but not limited to hard hats, and
-

goggles.

5. At wash area, wet-wipe hands then remove respirator. Wet-wipe RP. If filters are to be reused, cover them with duct tape.
 6. Step out into clean area. Collect items left in this area.
 7. Sign-out at building security and exit the building.
-

APPENDIX B

List of Known ACM Building Materials 101 Ash St. San Diego, CA 92101

Type of Material	Material Location
Fire proofing	Throughout building, sprayed on all structural steel beams, columns and decking
Floor tile mastic	All floors (except 1, 3, 19)
Thermal System Insulation (TSI)	Floors 2, 20, 21 in mechanical rooms
TSI	Pipe elbows on level A and in the plumbing chases throughout the building
Fire Rated Doors	Throughout the building
Fire Rated Drywall System (joint	Building Core on all floors

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

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

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

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

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

A. BID/PROPOSAL/SOLICITATION TITLE:

Request for Proposal (RFP) for Building Management Services for Civic Center Plaza

B. BIDDER/PROPOSER INFORMATION:

Meissner Commercial Real Estate Services, Inc.

Legal Name	San Diego	DBA	
4995 Murphy Canyon Road, Suite 100		CA	92123
Street Address	City	State	Zip
Kristin Howell, Vice President/Director of Business Development	(858) 373-1240	(858) 373-1222	
Contact Person, Title	Phone	Fax	

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

* The precise nature of the interest includes:

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

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

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

Timothy P. Meissner	Chief Executive Officer/Founder
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
75%	
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

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

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

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

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
☒ **Yes** ☐ **No**

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

2. Is your firm a non-profit?
☐ **Yes** ☒ **No**

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

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
☐ **Yes** ☒ **No**

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

☒ **Corporation** Date incorporated: 08/11/1992 State of incorporation: California

List corporation's current officers: President: Julie Hajjar
Vice Pres: _____
Secretary: Timothy P. Meissner
Treasurer: _____

Type of corporation: C ☐ Subchapter S ☒

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

If **Yes**, after what date: 08/11/1992

Is your firm a publicly traded corporation? ☐ Yes ☒ No

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

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

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

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

Please list the following:

	Authorized	Issued	Outstanding
--	------------	--------	-------------

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

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

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

☐ **Partnership** Date formed: _____ State of formation: _____

List names of all firm partners:

☐ **Sole Proprietorship** Date started: _____

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

☐ **Joint Venture** Date formed: _____

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

☐ **Yes** ☒ **No**

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

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

☐ **Yes** ☒ **No**

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

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

☐ **Yes** ☒ **No**

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

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

☐ **Yes** ☒ **No**

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

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

☐ **Yes** ☒ **No**

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

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

☐ **Yes** ☒ **No**

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

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

Name of Bank: City National Bank

Point of Contact: Forrest McGAnn

Address: 100 Oceangate, Floor 10, Long Beach, CA 90802

Phone Number: (562) 624-8670

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

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

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

Business Tax Certificate No.: B1994009431 Year Issued: 2020

F. PERFORMANCE HISTORY:

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

7. Performance References:

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

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

Company Name: City of San Diego

Contact Name and Phone Number: Karen Johnson (619) 236-6191
Contact Email: KKJohnson@sandiego.gov
Address: 1200 Third Avenue, Suite 1700, San Diego, CA 92101
Contract Date: August 11, 2021
Contract Amount: \$ 220,000.00
Requirements of Contract: Full service property management of high rise office building with on site management team.

Company Name: Port of San Diego
Contact Name and Phone Number: Ryan Donald (619) 686-6411
Contact Email: rdonald@portofsandiego.org
Address: 3165 Pacific Highway, San Diego, CA 92101
Contract Date: December 1, 1999
Contract Amount: \$ 83,287.00
Requirements of Contract: Full service property management, industrial property.
Company Name: The Super Dentist
Contact Name and Phone Number: Kami Hoss (619) 395-5264
Contact Email: drhoss@thesuperdentists.com
Address: 9737 Aero Drive, Suite 210, San Diego, CA 92123
Contract Date: January 20, 2014
Contract Amount: \$ 368,365.73
Requirements of Contract: Full service property management for an office building and three retail properties.

G. COMPLIANCE:

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

H. BUSINESS INTEGRITY:

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

I. BUSINESS REPRESENTATION:

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

☒ Yes ☐ No

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

☐ Yes ☒ No

Certification # _____

3. Are you certified as any of the following:

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

J. WAGE COMPLIANCE:

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

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

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

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

Company Name: N/A

Address: _____

Contact Name: _____ Phone: _____ Email: _____

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

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

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

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

L. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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

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

- ☐ Initial submission of *Contractor Standards Pledge of Compliance*
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- ☒ Update of prior *Contractor Standards Pledge of Compliance* dated 03/10/2025.

Complete all questions and sign below.

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

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

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

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

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

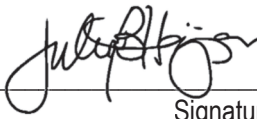
(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

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

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

Julie Hajjar, President

Name and Title



Signature

August 5, 2026

Date

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

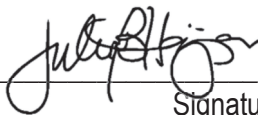
Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.
Print in ink or type responses and indicate question being answered.

Prior Name: Meissner Jacquet Real Estate Management, Inc. name changed to Meissner Commercial Real Estate Services, Inc. on August 25, 2021.

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

Julie Hajjar, President

Print Name, Title



Signature

August 5, 2026

Date

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN
12/30/2022	EEOC, San Diego, CA	Sex Discrimination; harassment	N	Closed	No violation/Resolution settled
06/04/2020	EEOC, San Diego, CA	National origin, relationship, harassment	N	Closed	No violation established
06/14/2021	DFEH, San Diego, CA	Discrimination, gender identity	N	Closed	No violation established

Contractor Name: _____

Certified By Angela Robertson Title EVP & Director of HR

Angela Robertson Name

Angela Robertson (Aug 4, 2026 16:53:32 PDT)

Signature

Date 08/04/2026

EQUAL OPPORTUNITY CONTRACTING (EOC)

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

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

BB. WORK FORCE REPORT

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

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

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

Name of Company: Meissner Commercial Real Estate Services Inc.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 4995 Murphy Canyon Road Suite 100

City: San Diego County: San Diego State: California Zip: 92123

Telephone Number: 858-373-1234 Fax Number: 858-373-1222

Name of Company CEO: Timothy P. Meissner

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

Address: 610 West Ash St., Suite 1104; 701 7th Ave.; 1200 3rd, Suite 405

City: San Diego County: San Diego State: California Zip: 92101

Telephone Number: 858-373-1234 Fax Number: 858-373-1222 Email: AngelaR@MeissnerCRES.com

Type of Business: Commercial Real Estate Services Type of License: Brokers License #01222001

The Company has appointed: Angela Robertson

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

Address: 4995 Murphy Canyon Road Suite 100

Telephone Number: 858-373-1199 Fax Number: 858-373-1222 Email: AngelaR@MeissnerCRES.com

- ☒ One San Diego County (or Most Local County) Work Force – Mandatory
☐ Branch Work Force *
☐ Managing Office Work Force

Check the box above that applies to this WFR.

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

I, the undersigned representative of Meissner Commercial Real Estate Services inc.

(Firm Name)

San Diego, California hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 4th day of August, 2026

Angela Robertson
Angela Robertson (Aug 4, 2026 16:53:32 PDT)

(Authorized Signature)

Angela Robertson
Angela Robertson (Aug 4, 2026 16:53:32 PDT)

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2NAME OF FIRM: Meissner Commercial Real Estate Services Inc.DATE: 08/04/2026OFFICE(S) or BRANCH(ES): 4995 Murphy Canyon Road; 1200 3rd, 610 West Ash COUNTY: San Diego

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

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

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

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

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

Totals Each Column	1	0	1	19	1	2	0	0	1	0	10	23	2	1
--------------------	---	---	---	----	---	---	---	---	---	---	----	----	---	---

Grand Total All Employees

61

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

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3NAME OF FIRM: Meissner Commercial Real Estate Services Inc.DATE: 08/04/2026OFFICE(S) or BRANCH(ES): 4995 Murphy Canyon Road., 1200 3rd, 610 West AshCOUNTY: San Diego

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

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

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

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

Totals Each Column	0	0	0	0	0	0	0	0	0	0	0	0	0	0
--------------------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Grand Total All Employees

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

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

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

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories–Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners