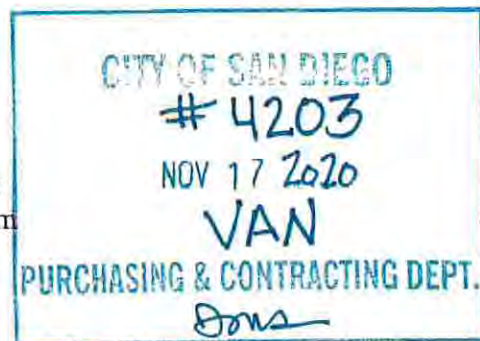


Purchasing and Contracting Department
Sole Source Request and Certification Form



To: Director of Purchasing and Contracting
Cc: Select One

From: Craig Boyd, Assistant Deputy Director, Public Utilities Department

Date: November 17, 2020

In alignment with the guidance provided in the San Diego Municipal Code section 22.3016, the Purchasing Agent (Director of Purchasing and Contracting) must certify that the award of a sole source contract is necessary by memorializing in writing why strict compliance with a competitive process would be unavailing or would not produce an advantage, and why soliciting bids or proposals would therefore be undesirable, impractical, or impossible.

For consideration, this form must be completed and all required accompanying information must be submitted together, including any related contracts. Failure to do so will result in a delay of approval of the request.

Describe commodity or service(s) to be purchased. Include vendor contact information.

The City of San Diego Public Utilities Department (PUD), Wastewater Treatment and Disposal Division, (WWTD) and North City Reclamation Plant (NCWRP) request approval of this sole source with Suez WTS Solutions USA, Inc. (Suez) to replace ten (10) membrane stacks on the number three (3) Electrodialysis Reversal Systems (EDR) train at NCWRP and additional as-needed equipment and parts that may be needed for the EDR Systems. Suez is the sole manufacturer and distributor of EDR membrane stacks product used in water purification and wastewater treatment equipment/parts. EDR technology is propriety, subject to patent, and trademark protections.

PUD currently has a contract# 10073274-17-K in place with Suez to provide maintenance services and manual membranes cleaning only for the existing EDR system located at NCWRP and South Bay Water Reclamation Plant (SBWRP). Suez provides technical advisory services respective to preventive maintenance and performs maintenance service activities per the targeted operating parameters for the EDR system. Suez is required to have technical staff available for maintenance support twenty-four (24) hours per day, seven days, weekends and holidays. Suez is responsible for all preventive and corrective maintenance of the EDR system with the exception of the Membrane Stacks. NCWRP needs to replace ten (10) membrane stacks on the number three (3) train.

The EDR system located at NCWRP and SBWRP reduce salinity in the tertiary effluent to produce recycled water with lower Total Dissolved Solids (TDS) to meet customer contractual requirements and regulatory compliance. The proposed EDR equipment upgrade will provide Suez's MK IV-2 technology, as well as replacement valving and electronics which will provide better stability, allowing for more efficiency in maintenance at the site.

Suez is the only authorized EDR provider for this equipment, which ensures repairs, and compatible for safety and efficiency of operations. Working in partnership with Suez, City staff will install the new equipment over a five-day period. During this time Suez's staff will provide on-site technical advisory services for the installation, start up, and commissioning of the work activities.

Suez is the exclusive manufacture and distributor of EDR technologies, as stated on the attached manufacturer's letter dated September 16, 2020.

It is requested that you approve this sole source for 5 years in the amount of \$3,000,000 to replace ten (10) membrane stacks on the number three (3) EDR train at NCWRP and additional as needed parts and equipment that may be required for the EDR Systems.

Vendor Contact Information:
Jason Diamond, Regional Manager
Western US Municipal Systems
Phone: (905) 465-3030 ext.3273
Email: Jason.Diamond@suez.com

Justification

1. This product or service is available from only one supplier and meets at least one of the following criteria (please check all that are applicable):
- One-of-a-kind/Compatibility*
 - a. Required by Warranty: the product matches existing equipment, infrastructure and is required by warranty. **(A letter from the provider which supports this claim must be provided.)**
 - b. Goods and Services:
 - i. the good has no competitive product or alternative on the market.
 - ii. the service requires a special skill, ability, or expertise linked to the current project that cannot be provided by another supplier.

(Documentation in support of either of the above claims must be provided by the requesting department.)
 - City Standards*

The product or service complies with established, existing City standards.
 - Replacement*

The product or service is the only compatible replacement component that supports a larger system. Or, the services are the only ones that can replace the existing service requirements.
2. Do any of the following situations exist?
- Limited Competition*

Department made an attempt to find a second or multiple sources to no avail.
 - Emergency*

There is an urgent need for the item or service and time does not permit the City to solicit for competitive bids, as in the cases of emergencies as defined under SDMC section 22.3208,. (Delays in solicitation do not satisfy this criteria)

Cost/Market Analysis

Purchasing and Contracting will perform due diligence on each request. If Purchasing and Contracting can find a suitable, cost effective alternative, this request will be denied and that alternative will be pursued after your department has been contacted to discuss the revised determination.

This form does not take the place of an agreement and all sole source requests for a period of one year or longer will require the **submission of an agreement**. The requesting department must submit a purchase requisition and a copy of this certification to Purchasing and Contracting for a Purchase Order to be issued.

PCO Due Diligence (PCO to initial all that apply)

____ Proof of warranty or maintenance requirement for standardized and replacement items confirmed.

VD Vendor/Supplier confirmed submission of justification letter.

____ Market test confirmed that there is no advantage to the City in competing this contracting opportunity to multiple vendors.

____ Emergency verified with the department.

VD Pricing agreement has been reviewed.

VD Purchasing and Contracting has reviewed this request and affirms that this request for a sole source justification is appropriate.

This sole source is approved for:

- One (1) year from the signature date below.
- For the entire length of the contract, but not more than five (5) years.

The length of the contract must be consistent with the sole source approval. A sole source request must be submitted and approved by the Purchasing and Contracting Director prior to the award of each new contract and prior to each extension of an existing contract that was not contemplated in the initial contract term.

____ After reviewing the provided information and due diligence, I cannot recommend the approval of this request.

Purchasing and Contracting Director Review

I certify that strict compliance with a competitive process would be unavailing or would not produce an advantage, and that soliciting bids or proposals would be therefore undesirable, impracticable or impossible. My approval is contingent on the information provided in this form.

- In accordance with SDMC §22.3016, this request is approved.
- Based on the information provided and due diligence recommendation of staff, this request is denied.



Claudia Abarca
Interim Director, Purchasing & Contracting

Date: 2/11/2021



Water Technologies & Solutions

Part of SUEZ Water Technologies &
Solutions Business

SUEZ WTS Solutions USA, Inc.
5951 CLEARWATER DR.
MINNETONKA MN 55343-8995
UNITED STATES

September 16, 2020

City of San Diego
PUD – WWTD
9191 Topaz Way
San Diego, CA 92123

To: City of San Diego PUD,

Re: Sole Source Provider for SUEZ WTS Electrodialysis Reversal (EDR) Parts

This letter is provided to confirm that a Sole Source Purchase with SUEZ WTS Solutions USA, Inc., a division of SUEZ Water Technologies & Solutions (SUEZ WTS), will be required to procure replacement stacks, components and parts for SUEZ WTS Electrodialysis Reversal Systems (EDR). The EDR technology is proprietary to SUEZ WTS and is subject to patents which, as a result, only SUEZ WTS can supply the EDR stacks or their components.

Research and Development work by SUEZ WTS is regularly producing process and technology upgrade options. At the point where stack component replacements are required, SUEZ WTS works closely with each client to select the best options for their plant.

SUEZ WTS looks forward to continue working in partnership with the City of San Diego to ensure the continued successful operation of the North City EDR units.

If there are any questions concerning this matter, please contact me directly at the contact information below.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason T. Diamond".

Jason Diamond
Regional Lifecycle Manager – Western US Municipal Systems
Jason.Diamond@suez.com
(905) 465-3030 ext. 3273

CC: Patrick Girvin – SUEZ WTS EDR Global Development

AGREEMENT

BETWEEN THE

CITY OF SAN DIEGO



AND

SUEZ WTS SOLUTIONS
USA, INC.

**TO PROVIDE AS-NEEDED EQUIPMENT, PARTS,
ACCESSORIES AND REPLACEMENT SERVICES FOR
THE ELECTRODIALYSIS REVERSAL SYSTEMS (EDR)
FOR THE PUBLIC UTILITIES WASTEWATER
TREATMENT AND DISPOSAL DIVISION**

AGREEMENT

This Agreement (Agreement) is entered into by and between the City of San Diego, a municipal corporation (City), and SUEZ WTS Solutions USA, Inc. (Contractor).

RECITALS

- A. City wishes to retain Contractor to provide as-needed equipment, parts, accessories and replacement services as further described in the Scope of Work, attached hereto as Exhibit A. Contractor has the expertise, experience, and personnel necessary to provide the Services.
- B. City and Contractor (collectively, the "Parties") wish to enter into an agreement whereby City will retain Contractor to provide the Goods and Services.
- C. This Agreement is exempt from competitive bidding requirements pursuant to San Diego Municipal Code (SDMC) section 22.3208(d) because the Purchasing Agent has certified that the award of a sole source contract is necessary under SDMC section 22.3016(a).

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

ARTICLE 1 CONTRACTOR SERVICES

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

1.2 Contract Administrator. The Public Utilities Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Richard Snow, Senior Civil Engineer
5240 Convoy St.
San Diego, CA 92111
(858) 614-5505
RSnow@sandiego.gov

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

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

**ARTICLE 2
DURATION OF AGREEMENT**

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

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

**ARTICLE 3
COMPENSATION**

3.1 Amount of Compensation. City shall pay Contractor for Goods and/or performance of all Services rendered in accordance with this Agreement in an amount not to exceed \$3,000,000 or the amount referenced in the Purchase Order.

**ARTICLE 4
WAGE REQUIREMENTS**

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

**ARTICLE 5
CONTRACT DOCUMENTS**

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

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

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

CONTRACTOR
SUEZ WTS Solutions USA, Inc.

By: 

Name: DAVID BINGHAM

Title: COMMERCIAL DIRECTOR

Date: FEBRUARY 10, 2021

CITY OF SAN DIEGO
A Municipal Corporation

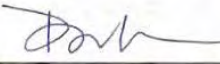
By: 

Name: Claudia C. Abarcia

Director, Purchasing & Contracting

Date: February 25, 2021

Approved as to form this 1st day of
March, 2021.
MARA W. ELLIOTT, City Attorney

By: 
Deputy City Attorney

Bonny Hsu
Print Name

EXHIBIT A SCOPE OF WORK

A. OVERVIEW

The City of San Diego's (City) is entering into this contract for Contractor SUEZ Water Technologies & Solutions (Suez) to provide equipment, parts and technical services for the Electrodialysis Reversal Systems (EDR) for the City of San Diego's Public Utilities Department (PUD) Wastewater Treatment and Disposal (WWTD). The City is securing replacement and upgrade of train 3 with carbon electrode stacks and a PLC system upgrade at North City Water Reclamation Plant (NCWRP). The plant is 20 years old and, based on current site plans for water treatment, requires some updates to the existing equipment to keep 1-2 trains operating for a target of 7-10 more years. Following equipment review and discussions with the City of San Diego, SUEZ has included the replacement and upgrade of train 3 with carbon electrode stacks and a PLC system upgrade. Train 1 is in the worst condition and will not be rehabbed; train 2 will remain available to operate as-is on a back-up basis. SUEZ's scope includes the use of local contractors to complete all on-site labor to remove and dispose of the existing EDR stacks and install new stacks with stack connections, address corrosion, and replace concrete pads as required. Please refer to section 4.3.2 for scope of supply details.

B. SITE ASSESSMENT

SUEZ was initially on-site February 11, 2020 to evaluate the condition of the EDR system equipment for trains 1-3 with a follow-up visit on February 24-27 for instrumentation assessment and calibration (where possible) and a final proposal scope review visit on June 4, 2020. Based on these observations and discussion, the following is proposed for the continued mid-term operation of the system.

1. **EDR STACKS:** New membrane stacks will be provided for train 3. These new stacks will be SUEZ's MK IV-2 technology. The MK IV-2 is an improvement over the existing MK IV stacks, providing better stack stability. Since these stacks are rebuilt frequently, this stability will allow for easier maintenance at the site. A new generation of AR908 anion membranes will be included in the stacks, adapted for wastewater applications. With the upgrade to carbon electrode stacks the following changes are required:
 - Degasifier system on train 3 will be decommissioned with associated equipment removed (blower motor, fan, junction boxes, vacuum switch, hose, tank and piping), this system will be maintained for the potential operation of train 2;
 - As the carbon electrodes are cleaned during the routine HCl CIP every 700-1000 hours the existing ECIP system process lines to train 3 will be capped and chemical valves deactivated but not removed;
 - The carbon electrode stacks to be provided at North City have an internally fed electrode stream thus the existing electrode piping will also be capped off in place.

2. **FITTINGS & SUPPORTS:** Due to corrosion and age of the skidded equipment, SUEZ has included replacement interconnecting hose and electrode tubing. SUEZ confidential and proprietary information EDR stack replacement proposal for the North City Water Reclamation Plant proposal number 400459 – revision 3 – October 6, 2020 Page 5 of 27.
3. **VALVES & ACTUATORS:** The remaining 3rd generation 4-way valves on the inlet and outlet module of train 3 will be replaced with 4th generation valves. Complete replacement of the inlet & outlet modules was discussed and was deemed cost prohibitive and onerous due to the larger footprint of the new skids and placement of beams while considering the remaining expected years of use.
4. **INSTRUMENTATION:** The raw feed conductivity, EDR train 3 feed conductivity, and feed & product pH sensors could not be calibrated, and all probes will be replaced. Train 2 inlet and outlet differential transmitters and feed conductivity probe require replacement. As train 2 will only provide backup capacity for the limited target life of this project, the current instrumentation and the non-functional feed turbidimeter will be left in place and will require manual monitoring when in use.

PLC CONTROL HARDWARE: The current Rockwell SLC 5/05 processor and platform is still supported by Allen-Bradley but is listed as “active mature”, meaning it will be discontinued in the future. SUEZ has included a CompactLogix PLC upgrade for the main panel and the train 3 control panel, including installation and testing. This upgrade includes replacements of both HMIs as the cost to replace the communication modules was similar to a complete panel replacement. The train 2-control panel will be unchanged but will remain within the control architecture to operate when needed for capacity. PLC and HMI components removed from train 3 can be retained as spares for train 2.

ELECTRICAL PARTS REPLACEMENT: SUEZ noted that the rectifier panels were very well maintained with no parts needing to be imminently replaced. As reversing rectifiers and multiplexors are being phased out SUEZ suggests having a minimum of two shelf spares of these components. In order to maintain the pristine condition of the panels, SUEZ will also supply Hoffman vapor corrosion inhibitors for all the outdoor panels.

C. SCOPE OF SUPPLY

1. EDR STACKS

Supply EDR stacks, MKIV-2, 600CP, individually packaged and skidded ready for shipment.

The manufacturer on the EDR offers a standard three (3) year prorated warranty EDR Membranes is included with this offer. For additional details refer to “Sellers Warranty EDR membranes” included in section 8 for a detailed description of the offered warranty.

EDR Start-up Hardware

Quantity	Item	Part No.
20	Start-up strainers	3019006
20	Flange gaskets, full	1113811

EDR Stack Electrical Connection Adaptors

Quantity	Item	Part No.
10	Staubli x camlock cable connection, black	3169203
10	Staubli x camlock cable connection, white	3169204

EDR Stack Interconnecting Piping & Valves

Quantity	Item	Part No.
10 sets	EDR stack connection hoses, hose barbs, flanges, tubing - shipped loose and assembled on site	lot
2	4-way valves	CFO

Instrumentation

Quantity	Item	Part No.
2	Conductivity probe, 400-13, Rosemount	CFO
2	pH probe, 389-02-10-54, Rosemount	CFO

Control Panel Corrosion Inhibitors

Quantity	Item	Part No.
30	Corrosion inhibitor, stick-on, Hoffman	3010488

The following table includes the hardware items required to upgrade the main panel, 27PNL01, and EDR train 3 panel, 27PNL003A:

Quantity	Item
2	CompactLogix 2MB Enet controller, 5069-L320ER
8	5069 Compact I/O 16 channel input module, 24 VDC
4	5069 Compact I/O address reserve module

Quantity	Item
5	5069 Compact I/O 16 channel output module, 24 VDC
4	5069 Compact I/O 4 channel analog output module
9	5069 Compact I/O 4 channel universal analog input module
1	Compact 5000 EtherNet/IP adapter
4	5069 Compact I/O 4 channel analog output module
2	5069 Compact I/O 18 pins screw type terminal block kit
2	5069 Compact I/O 4,6 pins screw type terminal block kit
2	Phoenix Contact 24 VDC Power supply
2	PanelView Plus 7, 10.4 in. display,VDC
2	Panelview Plus mounting adapter kit

2. ELECTRICAL SPARES

PLC UPGRADE HARDWARE

Qty.	Item	Part No.
51	reversing rectifiers, 41-1242	3011197
51	multiplexor boards, 8 - channel	3011060

Note:

- (1) For the target years of remaining use, SUEZ suggests North City should have two
- (2) Shelf spare rectifiers and multiplex or boards. However, there is a minimum order quantity of 5 required by the manufacturer; if at time of purchase SUEZ has inventory on hand, the quantity supplied, and final invoice can be adjusted accordingly.

D. SUEZ SUPPORT

1.1 OFF-SITE SUPPORT

Controls –main panel and train 3 PLC upgrade. The proposal includes the following off-site support for the PLC upgrade:

- PLC Conversion
- HMI conversion;
- Factory acceptance testing (FAT);
- Drafting

1.2 ENGINEERING SERVICES

Provide professional services such as mechanical and process engineering support during the EDR replacement project.

1.3 PROJECT MANAGEMENT

Provide planning and off-site assistance during the EDR replacement project.

1.4 OPTIONAL DOCUMENTATION

Due to the very high cost of comprehensive updating of plant documentation with each system upgrade, SUEZ recommends planning a complete documentation update every 1-4 years to coincide with a selected system upgrade.

SUEZ will be pleased to develop a documentation update price quotation on request to include the following scope according to its relevance.

O&M manual - Provide a fully updated version of the operation & maintenance manual that indicates the changes made with this EDR replacement upgrade and latest practices.

2.1 DRAWING SUBMITTAL PACKAGE

The drawing submittal package will include:

- General arrangement - updated general arrangement drawing for new stacks issued electronically;
- Electrical - updated electrical drawings issued electronically;
- P&IDs - updated process (piping) & instrumentation drawings issued electronically.

These updates should be filed in the O&M manual as system upgrade documentation.

3.1 ON-SITE SERVICES

Contractor shall provide various on-site support services through the duration of the contract.

3.2 SUEZ TECHNICAL ADVISORY SERVICES

The proposed equipment is provided with onsite technical advisory services, as specified below.

Days	
3 (1 trip)	phase 1 - equipment installation technical advisory services: In support of unloading the equipment, rigging the equipment into place, installing interconnecting piping, stack wiring adapters, and pneumatic lines, as required. Provide guidance with onsite

	questions related to SUEZ supplied equipment. Review resources required during start-up. Inspection of all SUEZ supplied equipment. All actual labor is provided by others.
3 (1 trip)	phase 2 - equipment start-up: Includes preparing the equipment to operate, operating the equipment manually, operating the equipment automatically, testing control system, flushing preservative, and system disinfection – 1 CIP for bacteria sampling.
Total 6 (2 trips)	This total assumes no weekends or holidays are required and is based on an eight-hour workday and is an estimate of time needed to complete the above tasks and does not constitute a guaranteed number of service days should the tasks take less time than estimated. Travel time to and from the job site for SUEZ field service personnel is included in this estimate. Travel/living (T&L) expenses are also included where the field service representative is based within the country or region. To ensure personnel availability, SUEZ requires a minimum of two weeks' advance notice to schedule equipment start-ups.

3.3 TURN-KEY INSTALLATION SERVICES

The following activities will be executed and completed by SUEZ's sub-contractor:

- Remove and dispose of existing stacks, supports, anchors and grout pads;
- Receive and install EDR stacks, supports and ancillary equipment;
- Provide and install anchor bolts and grout;
- On inlet modules, wire brush and recoat from frame base feet up 6" past lower crossbar and X&Y pipe racks just above crossbar (refer to SUEZ scope of work PowerPoint dated June 4, 2020 for further detail);

NOTE: no corrosion repairs for the outlet modules are required and thus not included within the scope of work

- Make electrical connections to new items using existing conduit and conductors;
- Installation of two (2) 4-way valves;
- Train 3 degasifier system and existing vent supports will be removed along with minor 1" PVC piping and fittings clean-up.

3.4 PLC UPGRADE & CONTROLS

The following activities will be executed and completed by SUEZ's sub-contractor:

- Removal of existing PLC hardware;
- Install and wire the new PLC hardware;
- Pull cat5E/6 (ethernet) cable between panels to replace DH+ cable where required;
- Setup the ethernet network;

- Complete I/O checks for the new hardware;
- Commissioning of the new control system hardware.

This work includes non-local travel and up to 10 days on-site to complete modifications.

Implementation of this upgrade will require approximately 1 day of system outage time to complete wiring modifications in the main panel and approximately 1 additional day of outage time limited to train 3. All shut-downs will be coordinated with the City of San Diego.

3.5 CLARIFICATIONS

- Waiting Time** – If additional service time is required for SUEZ’s commissioning including any overtime or waiting times due to unforeseen site events outside the control of SUEZ, the City will be notified and it may be invoiced according to the prevailing SUEZ service labor rates sheet, available on request.
- Operating Responsibility** – City of San Diego retains control of the work site and retains final responsibility for sign off of the installation and commissioning process.

SUEZ will perform the services specified in the scope section of this document, but SUEZ will not operate the system. For the purposes of this agreement, the term “operate the system” shall mean to run or control the functioning of the equipment or to otherwise conduct or manage the affairs of any aspect of water or wastewater treatment or other functions at City of San Diego’s site, and shall include functions such as providing operators or laborers to adjust or control water treatment (“WT”) equipment, wastewater treatment (“WWT”) equipment or sludge management facilities (“SMF”), providing program oversight or directing on-site or contract operators/laborers to adjust or control WWT or SMF, providing personnel responsible for or providing oversight of water treatment residual quality, wastewater effluent quality, sludge quality, waste characterization, or waste disposal activities, or providing personnel with continual or daily operational responsibilities with respect to water or wastewater treatment, influent or effluent compliance monitoring, process monitoring, government reporting or notification, or permit compliance.

- Reporting** - Before leaving site, SUEZ will record observations and discuss with operators concerning the condition of the equipment, tasks accomplished during the visit, and key operating and maintenance issues requiring further attention. SUEZ will provide a copy of a written report before leaving site and/or provide a service visit report to the plant operator within a reasonable timeframe of the SUEZ service representative’s return to the office. In any case, City of San Diego will be asked to sign a work order that describes the hours on site and tasks accomplished.
- SUEZ duties for on-site services**
 - SUEZ will coordinate its work under this agreement in a reasonable manner

- with the operating staff of the facility.
- SUEZ will maintain public liability and property damage insurance covering all operations undertaken by SUEZ and its sub-contractors with a limit of \$5,000,000 inclusive for any one accident or occurrence. If for any reason additional insurance coverage (e.g. general construction/erection all risk, general liability) is required above and beyond SUEZ's standard insurance terms for on-site commissioning supervision, City of San Diego must inform SUEZ in writing 60 days prior to work commencement at site. City of San Diego will be billed for all additional insurance costs and processing fees.
- SUEZ will maintain workers compensation and employers' liability coverage as per statutory requirements.

E. SCHEDULE AND DELIVERY

SWTS would like to note that under the current exceptional circumstances under the COVID 19 Pandemic situation, SWTS may not be in a position to guarantee and comply with the planned schedule for project delivery or performance and that should there be any new measures taken by any governmental authority which may impede or delay the said schedule or performance, SWTS reserves the right to modify the schedule / contract accordingly. SWTS will promptly inform you of any changes which may impact the contract or the project.

1.1 SCHEDULE

Equipment shipment is estimated at 24 to 30 weeks after order acceptance. The Buyer and Seller will arrange a kick-off meeting after contract acceptance to develop a firm shipment and project schedule.
delivery

- DDP - Delivery will be by standard ground on the basis of DDP North City WRP 4949 Eastgate Mall Road, City of San Diego, CA or other named place of destination; Incoterms 2020. DDP = delivery duty paid. Partial shipments will be acceptable unless otherwise specified. Where delivery cannot be accepted at this destination, City of San Diego shall specify an alternate, equivalent destination without delay.
- Due to varying origins and availability, ancillary equipment included in this proposal may be shipped separately from the EDR stacks. Should separate shipments be required, where possible, SUEZ will strive to provide these items on or before the delivery of the EDR stacks.
- Origin - Delivery of EDR stacks originates from the SUEZ Water Technologies & Solutions, Guelph, ON, Canada facility.
- Title & risk - Title and risk of loss or damage to EDR stacks, ancillary equipment and crating shall pass to City of San Diego upon delivery at the named place of destination.
- MPF - Merchandise processing fee is a fee assessed for formal custom entries based on 0.35% of the invoice value, with a minimum of USD \$25 per formal entry and a maximum of USD \$485. On the basis of DDP terms, this fee will be paid by SUEZ within the quoted price.
- Duty - Any new duty imposed after the date of this proposal is the responsibility of City of San Diego.

- Taxes - All applicable local, state, or federal taxes are the responsibility of City of San Diego.
- Temperature – EDR stacks cannot be allowed to freeze or overheat and may require temperature-controlled freight and handling according to the season and the planned routing. If required, the price of temperature control will be included within the firm quote on freight by SUEZ.
- Unloading - may require one of or a combination of a loading dock, extended forks and an experienced forklift driver at delivery destination. Please consult with SUEZ at the time of purchase order (PO) preparation on this.

Shipping crate information (estimated) – per EDR stack

Description	Dimensions	Weight (lb)
EDR stack	L=58 x W=30 x H=100	2,850

F. Buyer Scope of Supply-City of San Diego

All delivery or services not specified in the SUEZ scope of supply are included in the Buyer scope of supply.

1. Safety and Environmental

Please refer to section H.

2. Jobsite and Equipment Installation

- a) Review of Seller supplied equipment drawings and specifications.
- b) Stamping, signing or sealing of general drawings as per Federal, State or local regulations or codes.
- c) All access structures (scaffolding) and mechanical lifting equipment (cranes, forklifts, and scissor lifts).
- d) Providing a suitable site/shelter for the placement of the proposed equipment, either inside appropriate housing, or outdoors, taking into account the local and seasonal climatic conditions. Note: electrical and controls equipment, including the PLC, may require air-conditioned rooms or enclosure to prevent overheating of sensitive electronic equipment or damage to LCD screens and care should be taken to shield or locate control cables away from high power cables to prevent interference.
- e) Storage of EDR stacks on site. These must be stored in a sheltered area, protected from freezing, direct sunlight or extreme heat, and sealed as shipped until ready for use. Storage should be in a dark, dry, level area, out of direct sunlight, and at a temperature of 5-30°C (39-86°F). It is recommended that the stacks not be stored longer than necessary prior to installation. Coordinate with SUEZ for appropriate shipment times. Maximum storage duration of a stack is 3 months

from the date of shipment. If these timescales are exceeded SUEZ can provide instruction to extend the storage period.

3. Start-Up and Commissioning

- a) City of San Diego will grant SUEZ personnel full and immediate access to the equipment and will make lubricants chemicals, plus specialized chemical handling equipment, water, lighting, electrical and laboratory services available
- b) Any required chemicals, sanitization / disinfection required to pass bacteria test.
- c) All water sampling, testing and submitting to labs or local regulators for verification and certification is the responsibility of City of San Diego.
- d) City of San Diego will arrange that plant personnel are available to collaborate with the SUEZ service representative for the full duration of the site visits.
- e) City of San Diego will keep a copy of the operating manual, all process and instrumentation drawings, and all electrical drawings on site and accessible for reference.

G. HEALTH & SAFETY

1. City of San Diego:

- a) City of San Diego will provide orientation to Seller's personnel to ensure site-specific safety protocols are known. City of San Diego will identify and inform Seller's personnel of any site-specific hazards present in the workplace that could impact the delivery of Seller's scope of supply and agrees to work with Seller to remove, monitor, and control the hazards to a practical level.
- b) City of San Diego will provide any site-specific or standard company operating procedures and practices for Seller's personnel to perform work on site, if required by City of San Diego's policies. Such programs may include, but are not limited to, general environmental health & safety (EHS), HAZOP, fire protection, drug testing, incident notice, site conduct, standard first aid, chemical receiving, electrical safety, etc. City of San Diego will provide a certificate of program completion for Seller's personnel. This program will be fully documented, training materials will be provided, and attendance list will be kept.
- c) If any type of lifting devices will be used on site, City of San Diego will provide proof of its maintenance, inspection and certification documentation upon request and will assist the SUEZ service representative to complete a safety inspection checklist.
- d) Where confined space entry may be required, City of San Diego will provide early notice and will collaborate with SUEZ in planning adequate staffing and in advising the local fire/rescue department as required.
- e) No time or cost provision has been made for preparations such as safety record clearances, drug testing, insurance confirmations or pre-job-training in excess of 1 hour. Prior to finalizing the Purchase Order and the work schedule, City of San Diego will advise SUEZ of any pre-job or pre-mobilization requirements. Where these requirements exceed 1 hour, this time will be charged to City of San Diego at rates set out in the prevailing SUEZ labor rate sheet.
- f) Where certain short duration activities require two people for safety and the

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SUEZ Service representative is alone at site, City of San Diego will cooperate as required to assure that correct safety precautions are taken.

- g) City of San Diego is responsible for the following environmental provisions:
- Environmental use and discharge permits for all chemicals at City of San Diego's facility either listed in this document or proposed for use at a later date;
 - Any special permits required for Seller's or City of San Diego's employees to perform work related to the water treatment system at the facility;
 - All site testing, including soil, ground and surface water, air emissions, etc.;
 - Disposal of all solid and liquid waste from the Seller's system including waste materials generated during construction, start up and operation.
 - City of San Diego is responsible for provision of health and safety facilities to Seller's field service representatives to the same extent that they are provided to City of San Diego's own employees, including provision of:
 - Eye wash and safety shoes in the water treatment area;
 - Chemical spill response;
 - Security and fire protection systems per local codes;

2. SUEZ:

- a) All work on site will be performed in accordance with applicable law and will be performed reasonably, in a clean and safe manner. The SUEZ service representative will abide by the more stringent of the applicable health, safety and environmental policies and procedures of either City of San Diego or SUEZ.
- b) SUEZ will provide all applicable safety training required by SUEZ policies or by state or national health and safety regulations. The SUEZ service representative will have undergone workplace hazardous material information system (WHMIS) training and will come equipped with necessary personal protective equipment (PPE).

H. SELLER'S WARRANTY – ELECTRODIALYSIS REVERSAL (EDR) CATION & ANION MEMBRANES

Water Treatment Applications

This schedule sets out the warranty with respect to Electrodialysis Reversal (EDR) cation and anion membranes for water applications. No other warranties, expressed or implied, are made in connection with the sale of these products, including, without limitation, warranties as to fitness for any particular purpose or use or merchantability of these products. The warranty provided herein will be the exclusive and sole remedy of the Buyer, and in no event will the Seller be liable for any special, direct, indirect or consequential damages, including, without limitation, loss of profits.

1. PRODUCT

This warranty applies to only the EDR Cation and Anion membranes supplied within the EDR stack under the Contract of Sale for water applications. EDR "Stack" means a complete EDR membrane stack. EDR "Membrane" means either the cation and anion membranes within the EDR Stack. This warranty does not cover mechanical items such as:

- a. EDR spacer within the EDR stack (electrode and/or intermembrane)
- b. Electrode, Heavy Cation Membranes and end block
- c. Piping to and from the EDR Stack, piping connection fittings
- d. Connecting hardware and skids with their associated components including but not limited to valves, instrumentation and hardware.
- e. Components not specifically mentioned.

Identification: EDR Stacks are shipped by the Seller with a serial number which confirms their place in the cohort set of EDR Stacks covered by this EDR Membrane warranty.

2. SCOPE OF WARRANTY

The Seller warrants its EDR Membranes for a period of 3 years prorated per warranty start date in section 5 for water applications.

Regular EDR Stack inspection and normal membrane replacement (10% cumulative replacement of the total number of membranes per year) shall be the responsibility of the Buyer.

All replacement EDR Stacks, Membrane or Spacers will be shipped on the basis of INCOTERMS 2020 FCA SUEZ Manufacturing facility. A purchase order is required to execute the warranty terms based on the following calculations.

Prorated Replacement – Prorated Replacement means that in the case of a valid warranty claim for an EDR membrane replacement due to failure the Buyer pays for actual use from which the Buyer has derived value over time. Prorated Replacement allows the Seller to pay reasonable compensation under warranty for any product use not enjoyed by the Buyer due to premature replacement. At the discretion of the Seller, the Buyer receives a replacement Membrane and pays for the prorated value for the use of the Membranes prior to replacement. The Buyer will fund the first 10% annual cumulative membrane replacements as calculated based on the total number of membranes in the plant. This is calculated by comparing the number of annual replacements needed over the total number of membranes in the plant as shown in the following formula. These membranes are to be purchased at the replacement price, and the annual cycle is calculated from the warranty start date.

Customer annual maintenance replacement	=	$\frac{\text{Number of replacements in annual cycle}}{\text{Total number of anion and cation membranes in the plant}}$
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Replacement price of each membrane required above the 10% will be pro-rated based on life used as calculated by the following formula:

Customer prorated share of replacement	=	Number of whole months elapsed between the replacement date & the warranty start date	x	Replacement price
Total Warranty Term/Duration in Months				

Excluded - All ancillary costs are the responsibility of the Buyer including but not limited to boxing, crating, freight, freight insurance, applicable taxes, import duties, brokerage, receiving, forklift services, EDR Stack breakdown or build up, storage at site, re-attachment hardware, hose/clamp/camlock replacement, crane services, installation, glycerin flushing, and commissioning and waste disposal.

3. OBLIGATION OF BUYER

- a. The design feed water flow and quality shown in the final and firm proposal are maintained by the operator/end user at all times with no exception, during the validity period of the guarantee.
- b. Most operate and maintain the system in accordance with directions in the O&M manual provided with the system

4. WARRANTY START DATE

This warranty will start on the earlier of:

- a. The date that installation of the original EDR Stack(s) has been substantially completed, or
- b. Six months from the date of shipment of the original EDR Stack(s) to the Buyer.

5. WARRANTY DURATION

Total EDR membrane warranty duration: a total of 36 months
 Replacement EDR membranes are covered by the warranty only to the extent of the warranty of the original membranes which have been replaced. At all events, this warranty shall expire and be of no force or effect 36 months following the Warranty Start Date.

6. NOTIFICATION OF CLAIM

All claims filed under this warranty shall be made in writing by the Buyer within 30 days of identifying a defect through SUEZ WTS Return Goods Authorization (RGA) procedure.

The Buyer shall provide the following information:

- a) A description of the defect giving rise to the claim;
- b) Photographs showing the manufacturing defect;
- c) The serial number(s) of the EDR Stack(s) which is (are) the subject of the warranty claim; and
- d) Operating data and repair history for the life of the EDR Stack(s) which are the subject of a warranty claim.

7. VERIFICATION OF CLAIM

After receipt of written notification of a defect, the Seller will promptly undertake such investigations as, in the Seller's opinion, are necessary to verify whether a defect exists. The Seller reserves the right to require additional data as necessary to validate claims. The Buyer may, in the course of these investigations, be requested to return Membrane(s) and/or Spacer(s) to the Seller for examination. The Seller may also conduct reasonable tests and inspections at the Buyer's plant or premises. If the results of the investigation do not validate the defect claimed, the Buyer will reimburse the Seller for all reasonable expenses associated with said investigation, including expenses for all tests, inspections, and associated travel.

8. SATISFACTION OF CLAIMS

The Seller will have the right to satisfy claims under this warranty in a flexible manner. Such flexibility may include the repair of existing EDR Stacks or changes in operating protocols or other stack component replacement or by upgrading failed EDR Stack(s)

With newer EDR Stack(s) that may embody design and efficiency improvements. The Buyer consents to the supply of replacement EDR Stacks which may be of a different design than original EDR Stacks.

The warranty provided herein is limited to the repair or replacement of the damaged membrane and will be the exclusive and sole remedy of the Seller. In no event will the Seller be liable for any special, direct, indirect or consequential damages, including, without limitation, liquidated damages or loss of profits.

9. OPERATING INFORMATION

To maintain the EDR membrane warranty, daily EDR system operation records and logs from initial start-up date until claim, must be maintained by the Buyer and made available to the Seller upon request. Records and logs of both the EDR system as well as access to records and logs of any or all non-SUEZ WTS equipment/processes that could impact the plant must be provided in sufficient detail to verify uninterrupted compliance with the Seller's Operations and Maintenance Manual prepared by the Seller and supplied to the Buyer as part of the Contract. At a minimum, operation data must include information on feed water quality, temperatures, flows, stage voltage and amperage, permeate quality, cleaning intervals, cleaning chemical concentrations, elapsed time since start-up, relevant

analytical data and reporting of any upset events. "In the event that the operator/end user fails to keep all minimal information required by SUEZ WTS, such as data sheets filled daily, the performance guarantee will be voided."

The Buyer shall maintain and share access to a single reference copy in electronic form of a EDR Stack map containing the history of activity by EDR Stack and membrane/spacer replacement. The Buyer shall log its procedures performed related to an EDR Stack including relocation of EDR Stacks, repairs, membrane/spacer or other stack component replacements and any other noteworthy events.

The Buyer authorizes the Seller to conduct any reasonable review of operation and maintenance records or to inspect facilities where EDR Stacks are installed, upon reasonable notice to the Buyer. Such reviews and/or inspections are intended to also assist the Seller and the Buyer in detection of membrane system faults and to optimize the care and operation of the EDR system(s).

A standard EDR Component Price List is available and typically updated on an annual basis.

10. LIMITATION OF WARRANTIES

Occurrence of any of the following as reasonably determined by the Seller will void this warranty:

- a) Material failure to operate the EDR system in accordance with Seller's Operations and Maintenance Manual supplied to the Buyer as part of the Contract, including material failure to adhere to the Seller's specified EDR stack cleaning procedures and the use of anything other than Seller-approved EDR stack cleaning agents and operating chemicals.
- b) Failure to adhere to the preventive maintenance program as presented in the Seller's Operations and Maintenance Manual.
- c) Failure to ensure correct operation and/or functioning of the pretreatment equipment.
- d) Introduction of destructive foreign materials into the EDR stacks. Destructive foreign materials may include natural or human-made materials that are introduced into the EDR system originating from construction and maintenance activities or from inadequate. Sand and other materials that are naturally present in the influent will not be considered destructive foreign materials.
- e) Failure to install and maintain operating data acquisition and electronic data transmission functions at the plant, if available.
- f) Physical abuse or misuse, incorrect removal or installation of EDR Stacks by non-Seller personnel including membrane damage caused by operator error in handling of EDR Stacks or membranes and spacers.
- g) Unauthorized alteration of any components or parts originally supplied by the Seller.
- h) Intentional damage.

- i) Failure by the operator to operate and maintain the equipment as per instructions issued by the Seller in the Proposal, other contractual agreements between Buyer and Seller, and in the Operation and Maintenance manuals or under subsequent revisions of Operation and Maintenance manual that may be made later by the Seller, if system operating conditions change.
SUEZ confidential and proprietary information EDR stack replacement proposal for the North City Water Reclamation Plant proposal number 400459 – revision 3 – October 6, 2020 Page 19 of 27
- j) Feeding water, which violates any of the feed water limits provided in this proposal.

11. RETURN PROCEDURE

In the event that the return of an EDR stack(s) or membrane(s) is/are required pursuant to this warranty, the Buyer will first obtain a Return Goods Authorization (RGA) number from the Seller. EDR stack(s) or membranes/spacers shipped to the Seller for warranty examination must be shipped freight prepaid. If the Buyer desires temporary replacement EDR stack(s) or membranes/spacers to replace those alleged to be defective and returned to the Seller for warranty examination, the Buyer shall be responsible for the cost associated with any such replacements until examination of the returned EDR Stacks or membranes/spacers pursuant to this warranty is complete. Any EDR Stack or membrane examined by Seller as part of a warranty claim where the EDR Stack, membrane or spacer is subsequently found to be performing as warranted or where an EDR stack, membrane or spacer failure is not covered under the warranty can, if requested, be returned to the Buyer, freight collect.

I. SUEZ PRICING

SUEZ’s scope includes the material and services outlined in the table below. The sections that follow provide additional detail regarding the specified goods described in the scope. Contractor shall provide individual quotes for any as-needed equipment and parts not specifically identified for the EDR systems.

Item Description	Part #	Quantity	Unit Price	Price
EDR-STACK, MKIV-2,600CP,1/1, CARB-EL,204, section 3.1	CFO	10	\$43,800	\$438,000
Stack Discount for One Train Replacement		10	(\$1,000)	(\$10,000)
Loose-Shipped Equipment & Instrumentation, Section 3.2		Lot		

Item Description	Part #	Quantity	Unit Price	Price
PLC upgrade hardware Section 3.3		Lot		
In-house Support, Project management, Controls Section 4.1		Inc.		
Freight, DDP Project Site, Section 5	3095534	Inc.		\$16,597
Material, in-house labor, freight			Sub-total	\$229,070

Item Description	Part #	Quantity	Unit Price	Price
On-Site Support, Sub-Contractor Installation, Section 4.3.2 CA prevailing wage (non-taxable)		1		\$229,070
On-Site Support, Plus Travel & Living, Section 4.3.1 CA prevailing wage (non-taxable)	135491	1		
On-Site Support, Programming, Section 4.3.3 CA prevailing wage (non-taxable)		1		
On-Site Support			Sub-total	\$229,070
All figures are in USD. Taxes extra. A performance bond of 100% of the total amount is included.			Total	\$841,667

Invoicing Schedule	% of Total Invoice	Invoice Value, Excluding Tax
An invoice will be issued upon SUEZ drawing submittal (section 4.2). Approximate percent calculation is based on the full scope of the purchase order. Shipment of EDR stacks is contingent on receipt of this initial milestone payment.	5%	\$42,083
An invoice will be issued upon acceptance of materials at site by City of San Diego.	45%	\$378,750
A final invoice will be issued upon completion of installation.	50%	\$420,834

EXHIBIT C



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

ARTICLE I
SCOPE AND TERM OF CONTRACT

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

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

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

ARTICLE II
CONTRACT ADMINISTRATOR

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

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

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

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

**ARTICLE III
COMPENSATION**

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

3.2 Invoices.

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

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

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

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

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

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

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

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

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

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

ARTICLE IV SUSPENSION AND TERMINATION

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

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section,

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Equipment, Parts and Accessories
General Contract Terms and Provisions

Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

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

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract.

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

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

4.5 Contractor's Right to Payment Following Contract Termination.

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

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

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

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and

acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

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

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

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services. The place of delivery specified herein shall be firm and fixed, provided that City may notify Contractor no later than forty-five (45) days prior to the scheduled shipment date of the Equipment of an alternate point of delivery, City shall compensate Contractor for any additional cost in implementing the change. If any part of the Equipment cannot be delivered when ready due to any cause not attributable to Contractor, City shall designate a suitable storage location, and Contractor shall ship such Equipment to storage. Title and risk of loss shall thereupon pass to City and amounts payable to Contractor upon delivery or shipment shall be paid by City along with expenses incurred by Contractor. Services provided herein shall be charged at the rate prevailing at the time of actual use and City shall pay any increase, and City shall pay directly all costs for storage and subsequent transportation.

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; act (or omission) of City or City's contractors/suppliers or agents, 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 or eighteen (18) months from shipment, whichever occurs first 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. Any claim for breach of these warranties must be promptly notified in writing, and City shall make the defective item available to the Contractor. Contractor's sole responsibility and City's exclusive remedy arising out of or relating to the Equipment or Services or any breach of these warranties is limited to repair or replacement (at Seller's option) of the defective item of Equipment and re-perform defective Services. The warranties and remedies are conditioned upon (a) proper unloading, handling, storage, installation, use, operation, and maintenance of the Equipment and City's facility and all related system in accordance with Contractor's instructions and, in the absence, generally accepted industry practice, (b) City keeping accurate and complete records of operation and maintenance during the warranty period and providing Contractor access to those records, and (c) modification or repair of Equipment or Services only as authorized by Contractor in writing. The warranties and remedies set forth in this article are in lieu of and exclude all other warranties and remedies, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.

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. Reserved

6.2 Intellectual Property Rights Assignment. Reserved

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.

SS#4203 Suez Agreement for
Equipment, Parts and Accessories
General Contract Terms and Provisions

6.4 Subcontracting. Reserved

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. Contractor shall indemnify and hold harmless City from any rightful claim of any third party that any Equipment or Service infringe a patent in effect in the USA, an EU member state or country of delivery (provided there is a corresponding patent issued by the USA or an EU member state), or USA copyright or copyright registered in the country of delivery. If the City notifies the Contractor promptly of the receipt of any such claim, does not take any position adverse to the Contractor regarding such claim and gives the Contractor information, assistance and exclusive authority to settle and defend the claim, the Contractor shall, at its own expense and choice, either (i) settle or defend the claim and pay all damages and costs awarded in it against the City, or (ii) procure for the City the right to continue using the Equipment or Service, or (iii) modify or replace the Equipment or Service so that it becomes non-infringing, or (iv) remove the infringing Equipment and refund the price. The above paragraph shall not apply to any misuse of Equipment or Equipment which is manufactured to the City's design, or to alleged infringement arising from the combination, operation, or use of any Equipment or Services with other equipment or services when such combination is part of any allegedly infringing subject matter. The foregoing list of sub-sections (i), (ii), (iii), and (iv) and related terms state the entire liability of the Contractor for intellectual property infringement by any Equipment or Service. 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).

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

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

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend,

indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

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

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits of \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit of \$5,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant's profession, with limit of \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

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

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

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

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

7.3 Self Insured Retentions. All deductibles or retentions on any policy shall be the sole responsibility of Contractor.

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

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

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them.

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

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

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

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

ARTICLE VIII BONDS

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

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

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

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

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal,

cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

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

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

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

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

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

9.1.3 Non-Discrimination Requirements.

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

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for

subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

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

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

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

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

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

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

ARTICLE XI DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE XII MANDATORY ASSISTANCE

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

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

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

ARTICLE XIII MISCELLANEOUS

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

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

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

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

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

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

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

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

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

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

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

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

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

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

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

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

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

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

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

13.20 Limitations on Liability. In no case, except as specified herein or under Section 7.1- Indemnification of these Terms and Provisions, to the maximum extent permitted by law, and regardless of whether a claim is based in contract (including warranty or indemnity), extra-contractual liability, tort (including negligence or strict liability), statute, equity or any other legal theory, shall Contractor be liable to the City, excepting Contractor's obligations to defend and indemnify for bodily injury and death, for an aggregate sum exceeding Contract Value. Similarly, exclusive of City's obligation to pay for goods and services provided under this agreement, in no case shall the City be liable to Contractor for an aggregate sum exceeding Contract Value. Additionally, except as specified herein or under Section 7.1-Indemnification of these Terms and Provisions, under no theory of recovery, whether based in contract or tort, under warranty or otherwise will Contractor be liable for any indirect, consequential, or indirect damage whatsoever, including loss of revenue, plant and equipment.

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:

Services Agreement

B. BIDDER/PROPOSER INFORMATION:

SUEZ WTS Solutions USA, Inc.

Legal Name		DBA	
<u>5951 Clearwater Drive</u>	<u>Minnetonka</u>	<u>MN</u>	<u>55343</u>
Street Address	City	State	Zip
<u>Jason Diamond</u>	<u>905-465-3030</u>	<u>905-465-3050</u>	
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.

Jason Diamond	Senior Sales Manager
Name	Title/Position
Oakville ON	
City and State of Residence	Employer (if different than Bidder/Proposer)
Sales	
Interest in the transaction	

Patrick Girvin	Senior Sales Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Sales	
Interest in the transaction	

David Bingham	Commercial Director
Name	Title/Position
Oakville, ON	
City and State of Residence	Employer (if different than Bidder/Proposer)
Contracts	
Interest in the transaction	

Jane Purificati	Application Engineering
Name	Title/Position
Oakville, ON	
City and State of Residence	Employer (if different than Bidder/Proposer)
Application Engineering/Proposals	
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: 10/01/2017 State of incorporation: MN

List corporation's current officers: President: Yuvbir Singh
Vice Pres: Alina Rocha
Secretary: Deborah Lloyd
Treasurer: Alina Rocha

Type of corporation: C Subchapter S

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

If Yes, after what date: 10/01/2017

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: Deutsche Bank Trust Company America

Point of Contact: _____

Address: New York, NY

Phone Number: _____

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

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

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

Business Tax Certificate No.: _____ Year Issued: _____

F. PERFORMANCE HISTORY:

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

Yes No

If Yes, use Attachment A to explain specific circumstances.

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

Yes No

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

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

Yes No

If Yes, use Attachment A to explain specific circumstances.

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

Yes No

If Yes, use Attachment A to explain specific circumstances.

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

Yes No

If Yes, use Attachment A to explain specific circumstances.

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

Yes No

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

7. Performance References:

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

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

Company Name: Cache Creek Casino and Resort

Contact Name and Phone Number: Andrew Gardner +1 (530) 796-5744
Contact Email: agardner@cachecreek.com
Address: 14455 State Highway 16 Brooks, CA 95606-9707
Contract Date: February 21, 2020
Contract Amount: \$ 494,698.00
Requirements of Contract: System EDR stack replacement

Company Name: City of Morro Bay
Contact Name and Phone Number: Richard Fernandez +1 (805) 772-6275
Contact Email: rfernandez@morrobayca.gov
Address: 160 Atascadero Rd. Morro Bay, Ca. 93442
Contract Date: July 20, 2020
Contract Amount: \$ 174,599.12

Requirements of Contract: Replacement of 216 Reverse Osmosis Membrane Elements, as well as cleaning and sanitizing 2 RO units

Company Name: City of San Diego
Contact Name and Phone Number: Elisabete Pinto 858-824-6024
Contact Email: EPinto@sandiego.gov
Address: NCWRP 4949 Eastgate Mall Road San Diego, CA 92123
Contract Date: September 20, 2019
Contract Amount: \$ 294,868.00
Requirements of Contract: FY20 NCWRP EDR maintenance agreement

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: Ahrens Mechanical

Address: 5959 Mission Gorge Road, Ste #204, San Diego, CA 92120

Contact Name: Gregory S. Ahrens, PE Phone: (619) 487-9036 Email: gahrens@ahrensmech.com

Contractor License No.: 957287 DIR Registration No.: 1000000554

Sub-Contract Dollar Amount: \$ 147,900.00 (per year) \$ 147,900.00 (total contract term)

Scope of work subcontractor will perform: removal of existing stacks, installation of replacement stacks

Identify whether company is a subcontractor or supplier: subcontractor

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

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

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

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

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

L. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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

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

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

Complete all questions and sign below.

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

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

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

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

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

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

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

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

David Bingham - Commercial Director



February 10, 2021

Name and Title

Signature

Date



SUEZ WTS Solutions USA, Inc.
5951 Clearwater Drive
Minnetonka, MN
55343
USA

City of San Diego
1200 Third Avenue, Suite 200
San Diego, CA 92101
USA

February 10, 2021

Re: SUEZ WTS Solutions USA, Inc.
Acquisition of GE Water & Process Technologies Business
Agreement – Purchase Goods & Services – February 2021

Dear Valued Customer,

As of October 1st, 2017, GE's former Water & Process Technologies business has officially become a part of SUEZ, a company present on five continents and a key player in the sustainable management of resources (water & waste). As a result of this acquisition, a new Business Unit called SUEZ Water Technologies & Solutions (SUEZ WTS) was created within SUEZ, combining its industrial water offering with GE's water business.

As part of this acquisition our business legal entities in the GE Water business had their respective names changed to align with the new SUEZ WTS organization. The old GE Osmonics, Inc. legal entity name has been changed to be **SUEZ WTS Solutions USA, Inc. d/b/a SUEZ Water Technologies & Solutions** effective immediately.

This is a change in the legal business name only and, as such, our address, banking information such as account numbers, wire transfer details, remit to information, and US Federal Tax ID number remain unchanged. Our contact information, such as telephone and fax number also remain unchanged. Our staff email addresses will be updated to reflect the new SUEZ business.

We look forward to a continued bright future with you and a successful completion of our project. If you have any questions, please do not hesitate to contact us.

Yours Truly,

A handwritten signature in blue ink, appearing to read "David Bingham", written over a circular scribble.

David Bingham
Commercial Director
SUEZ Water Technologies & Solutions

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

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

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

David Bingham - Commercial Director

Print Name, Title



Signature

February 10, 2021

Date

EXHIBIT C
CITY REQUIRED FORMS

Contractor Standards Pledge of Compliance

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

Business Tax Certificate

Insurance Certificates with all endorsements, if applicable

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

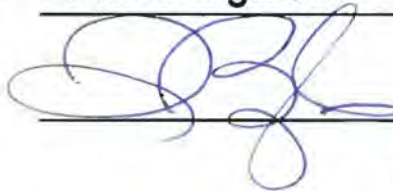
- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: SUEZ WTS Solutions USA, Inc.

Certified By David Bingham Title Commercial Director



 Name

 Signature

Date February 10, 2021

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: SUEZ WTS Solutions USA, Inc.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 5951 Clearwater Drive

City: Minnetonka County: USA State: MN Zip: 55343

Telephone Number: 905-465-3030 Fax Number: 905-465-3050

Name of Company CEO: President - Yuvbir Singh

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

Address: _____

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

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: Vendor Type of License: _____

The Company has appointed: HR Manager Frank Leonardis

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: 3239 Dundas Street West, Oakville, ON L6M 4B2

Telephone Number: 905-465-3030 Fax Number: _____ Email: frank.leonardis@suez.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 _____
(Firm Name)

_____, _____ hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this _____ day of _____, 20____

(Authorized Signature)

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: _____ DATE: _____

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

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

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

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

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

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

Totals Each Column														
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Grand Total All Employees

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

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT - Page 3

NAME OF FIRM: _____ DATE: _____

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

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

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

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

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

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

Grand Total All Employees

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/11/2021

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

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

PRODUCER MARSH USA, INC.Ⓜ 445 SOUTH STREET MORRISTOWN, NJ 07962-1968 Attn: Morristown.CertRequest@marsh.com Fax: 212-948-0979	CONTACT NAME: _____	
	PHONE (A/C No. Ext): _____	FAX (A/C No.): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Everest National Insurance Company		10120
INSURER B : Everest Premier Insurance Company		16045
INSURER C : Berkley Assurance Company		39482
INSURER D : Allianz Global Risks US Insurance Company		35300
INSURER E : _____		
INSURER F : _____		

COVERAGES **CERTIFICATE NUMBER:** NYC-011030018-02 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		RM5GL00017-211	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		RM5CA00013-211 (AOS) FM5CA00025-211 (MA)	01/01/2021 01/01/2021	01/01/2022 01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	RM5WC00021-211 (AOS) RM5WC00022-211 (MA, WI) RM5WC00047-211 (FL, ME, NJ)	01/01/2021 01/01/2021 01/01/2021	01/01/2022 01/01/2022 01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	Professional Environmental		PCAB-5010801-0120	01/01/2020	03/02/2021	SIR \$500,000 - EACH CLAIM/AGG 20,000,000
D	Pollution Legal Liability		USL01231020	07/24/2020	01/01/2022	DED \$250,000 - EACH CLAIM/AGG 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: SS#4203 Suez Agreement - To provide as-needed Equipment, Parts, Accessories and Replacement Services for the Electrodialysis Reversal Systems (EDR) for The Public Utilities Wastewater Treatment and Disposal Division.Ⓜ
 City of San Diego Included as additional insured (except workers compensation) where required by written contract. Ⓜ
 Waiver of subrogation provided in favor of additional insured under the general liability, auto liability and workers compensation. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.

CERTIFICATE HOLDER City of San DiegoⓂ 1200 3rd Avenue, Suite 2001 San Diego, CA 12101-4195	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Ahrens Mechanical

Certified By Gregory S. Ahrens Title President


 Name
 Signature

Date February 11, 2021

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: Ahrens Mechanical

ADA/DBA: NA

Address (Corporate Headquarters, where applicable): 5959 Mission Gorge Rd. Suite 204

City: San Diego County: San Diego State: CA Zip: 92120

Telephone Number: 619.487.9036 Fax Number: 619.487.9195

Name of Company CEO: Gregory S. Ahrens

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

Address: _____

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

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: Mechanical Contractor - Construction Type of License: 957287-A,B,C4,C10,C16,C20,C34,C36,C46,

The Company has appointed: Gregory S. Ahrensd

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: 5959 Mission Gorge Rd Suite 204, San Diego, CA 92120

Telephone Number: 619.487.9036 Fax Number: 619.487.9195 Email: estimating@ahrensmech.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 Ahrens Mechanical
(Firm Name)

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

herein is true and correct. This document was executed on this 11th day of February, 2021


(Authorized Signature)

GREGORY S. AHRENS
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Ahrens Mechanical

DATE: 2/11/2021

OFFICE(S) or BRANCH(ES): 5959 Mission Gorge Rd Suite 204, San Diego, CA 92120

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

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

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

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

Totals Each Column												2	1		
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Grand Total All Employees 3

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

Disabled															
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Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															

WORK FORCE REPORT – Page 3

NAME OF FIRM: Ahrens Mechanical

DATE: 2/11/2021

OFFICE(S) or BRANCH(ES): 5959 Mission Gorge Rd Suite 204, San Diego, CA 92120

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

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				2								1		
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators												1		
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters												1		
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				2								3		
--------------------	--	--	--	---	--	--	--	--	--	--	--	---	--	--

Grand Total All Employees

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

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

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

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

Company Name: Ahrens Mechanical

Address: 5959 Mission Gorge Road, Ste #204, San Diego, CA 92120

Contact Name: Gregory S. Ahrens, PE Phone: (619) 487-9036 Email: gahrens@ahrensmech.com

Contractor License No.: ~~1544620 / 12AM0557~~ DIR Registration No.: 100000554

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

Scope of work subcontractor will perform: removal of existing stacks, installation of replacement stacks

Identify whether company is a subcontractor or supplier: subcontractor

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.

957287

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



Office of Small Business & DVBE Services

Certification ID: 1544620

Legal Business Name:
AHRENS MECHANICAL

Doing Business As (DBA) Name 1:
AHRENS MECHANICAL

Doing Business As (DBA) Name 2:

Address:
5959 MISSION GORGE ROAD #204
SAN DIEGO
CA 92120

Email Address:
gahrens@ahrensmech.com

Business Web Page:

Business Phone Number:
619/487-9036

Business Fax Number:
619/487-9195

Business Types:
Construction , Service

Certification Type	Status	From	To
DVBE	Approved	06/28/2019	06/30/2021
SB	Approved	04/02/2019	06/30/2021

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

City of San Diego



**Small Local Business Enterprise (SLBE)
Program Certification**

Ahrens Mechanical

Small Local Business Enterprise (SLBE)

General Construction

(NAICS: 238220, 237110, 236210)

Certification Number: 12AM0557

Effective: 4/6/2020 - 4/6/2022

Christian Silva
Program Manager
Equal Opportunity Contracting

EXHIBIT D

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other

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

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

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

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

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

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

11. List of all Subcontractors. The City may ask Bidder for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this contract at any time during performance of this contract, and Bidder

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

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

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

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

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