



CITADEL EHS

assess • resolve • strengthen

August 30, 2021

Koko Panossian
Deputy Director, Community Services and Parks
City of Glendale
541 W. Chevy Chase Drive
#10
Glendale, CA 92104
KPanossian@Glendaleca.gov

RE – City of Glendale – Turf Replacement Life Cycle and Triple Bottom Line Analysis

Dear Koko and team:

Citadel EHS (Citadel) is pleased to provide this proposal in support of additional analysis and due diligence for artificial turf replacements for City of Glendale athletic fields – to be completed as a Life Cycle Analysis (LCA) and Triple Bottom Line Analysis (3BL). This effort will provide a summary of findings for environmental impact, carbon emissions, social impact, usability, operations, and end-of-life considerations when comparing artificial turf athletic fields with the current natural turf.

Based on early conversations and goal-setting meetings, Citadel has prepared the attached proposal for a combined LCA/3BL analysis – to be completed in approximately 5 months, with a delivery of recommendations in early 2022. In order to provide the best industry expertise, Citadel is excited to partner with two leading professional organizations: ARUP and Stok.

Citadel has been a trusted EH&S partner for built environment clients for nearly 30 years. We are pleased to offer our analysis services in partnership with ARUP and Stok for this critical partnership engagement. Our commitment is to complete our role as a consulting team with due diligence and in-depth objective review of current and proposed field operations – and work with the City of Glendale team to celebrate the sustainability and life cycle decisions of the Community Services and Parks, and Sustainability teams.

We appreciate this opportunity to submit this proposal for LCA/3BL analysis and look forward to the outcome. If you have any questions or need additional information, please contact me rbajaj@citadelehs.com or 818.428.6156.

Sincerely,
CITADEL EHS

Ravi Bajaj
Principal, ESG / Sustainability

TABLE OF CONTENTS

SECTION 1.0: INTRODUCTION: THE CITADEL ESG & SUSTAINABILITY TEAM	1
SECTION 2.0: WHY OUR TEAM	1
SECTION 3.0: SCOPE OF WORK.....	4
SECTION 4.0: BIOGRAPHIES	6
SECTION 5.0: PRICING.....	8



SECTION 1.0: INTRODUCTION: THE CITADEL ESG & SUSTAINABILITY TEAM

Founded in 1993, Citadel EHS has a long and accomplished history of providing Environmental, Health, and Safety (EH&S) consulting services to higher education and public and private clients. What makes this proposed project team uniquely qualified is that it combines extensive EH&S experience in the field of higher education, with state-of-the-art recordkeeping and management technology, and on-site medical testing protocol overseen by a medical doctor.

In early 2021, Citadel EHS expanded the team to include a new Practice Area for ESG (environmental, social, governance) and sustainability consulting. The focus of this new practice area is to expand into IEQ testing and other technical services for built environment standards such as WELL, Fitwel, LEED, LBC, BREEAM In-Use and more, complete assessor and observational work for WELL and BREEAM In-Use, as well as grow a GRESB, SASB and ESG consulting arm for our trusted clients and partners.

While still being a State of California Small Business Enterprise (SBE) headquartered in Glendale, Citadel is one of the largest EHS&S consulting firms in Southern California boasting industrial hygienists, safety professionals, compliance experts, environmental scientists, and building sciences professionals, each with extensive EHS&S experience and located nearby in the Glendale, Irvine, Valencia, and Long Beach – now including staff and offices in Oakland and San Diego. Our team is happy to travel within the United States for projects on behalf of our trusted clients. Our industry leading resources, familiarity with industrial hygiene and building science, and proximity allow us to dedicate the required resources for every project that we undertake.

SECTION 2.0: WHY OUR TEAM

WHY Citadel EHS?

Here are just some of the ways Citadel stands out from the competition, and will add value to WRNS Studio and your projects:

- A single partner that combines extensive EH&S experience with technical Indoor Environmental Quality (IEQ) expertise and on-site inspection
- A combination of 30 years of Air Quality and Compliance experience, and experience with over a dozen BREEAM In-Use assessor projects and ESG reporting for over 300 buildings
- 50+ EH&S professionals located in California and dedicated to local and long-term client partnerships.

Experience & Qualifications

The Citadel team is well-positioned and exceptionally well qualified to provide overall management as well as technical expertise for this important project. This proven experience will assure the CBRE and DWS Group teams that minimal staff resource involvement will be required.



Citadel will coordinate the site visits and assessor comments, as well as report outputs needed for the BREEAM Verified Score.

- **Citadel staff have worked on over a dozen BREEAM In-Use projects and many more green building certification/verification projects.** Prior to joining the Citadel team and in his previous role, Ravi was a program manager and one of the first trained BREEAM In-Use assessors in the United States in 2016. In addition to performing inaugural work, Ravi trained and created these scopes of work and expectations for the portfolios of retail and industrial clients pursuing a BREEAM In-Use verified score and is now doing so for the Citadel EHS team. Ravi generated a QC and verification process and documented approach for the BREEAM In-Use desk review and site visits for his prior team and has personally executed this for many of the inaugural projects on in the US, while providing oversight and training for the remainder of BREEAM USA projects. Ravi has also traveled across the United States and China to perform on-site assessments for the BREEAM, LEED, WELL, ENERGYSTAR, Fitwel, and Envision rating systems, and is accustomed to facilitating focused and streamlined site visits. BREEAM is a core focus of the Citadel team, as it applies a risk-management approach to sustainability, health and wellness, and ESG – as they relate to standing assets and the built environment.
- **Citadel staff are highly qualified based on their education.** Citadel's health and safety consultants have a minimum of a bachelor's degree and most have master's degrees. Additionally, Citadel staff have years of experience in the field and performing performance testing.
- **Citadel staff are experts in COVID-19 risk management.** Citadel has tracked the pandemic closely and continues to provide expert COVID-related consulting support to clients in areas such as physical design considerations, ventilation, cleaning efficacy, cleaning protocols, wastewater testing strategies, policies and procedures, contact tracing, enforcement of behaviors, and risk reduction methods.

WHY Our Team?

Citadel has chosen to team with two leading industry firms, ARUP and Stok, in order to deliver a comprehensive analysis with subject matter experts, facilitators, forward-thinkers. Our goal is to serve the City of Glendale as aggregators and synthesizers of available information – providing a recommendation for proceeding with decisions regarding turf at public athletic fields based on life cycle impacts and social, financial, and environmental considerations. More about our team members can be found below:



ARUP

Arup is an independent firm of designers, planners, engineers, architects, consultants and technical specialists, working across every aspect of today's built environment.

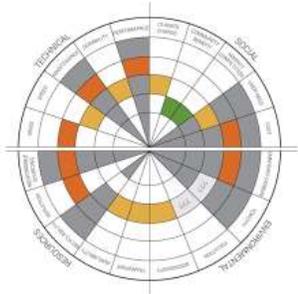


Figure illustrating one of our materials evaluation approaches, taken from the *AIA Healthier Materials Protocol* authored by Arup, 2018.

Arup Sustainability Consulting provides a wide range of services to create shared value for our clients and communities and safeguard our planet. Our sustainable materials practice helps clients understand and respond to the impacts that construction materials have on the health of our environment and communities. Seeing the resource demands and polluting effects of many widely used construction materials shows how strongly our built environment is inextricably linked to our natural environment.

Arup has helped our clients identify and implement strategies, revise specifications, create design guidelines, shape policies, and test new business models, in both the private and public sectors. We eagerly collaborate with partners and stakeholders and often tap into the deep expertise of our engineers and designers for project-based experience to inform practical decisions.

Stok

As trusted advisors, Stok offers both discrete services and comprehensive solutions at the intersection of healthy and sustainable built environments.



Stok is a team of interdisciplinary experts in the built environment, ensuring real estate owners and occupiers invest wisely. We are committed to a radically better world for all.

Practice Areas:

-  **Sustainability Consulting**
-  **Energy and Performance Engineering**
-  **Real Estate and Workplace Solutions**

Impact:

- 750M square feet of impact across 6 continents
- 6 of Forbes' top 10 World's Most Valuable Brands as clients
- 1000+ high-performance building projects
- Extensive life cycle and materials analysis experience

SECTION 3.0: SCOPE OF WORK

TASK 1.0: GOAL-SETTING & PLANNING

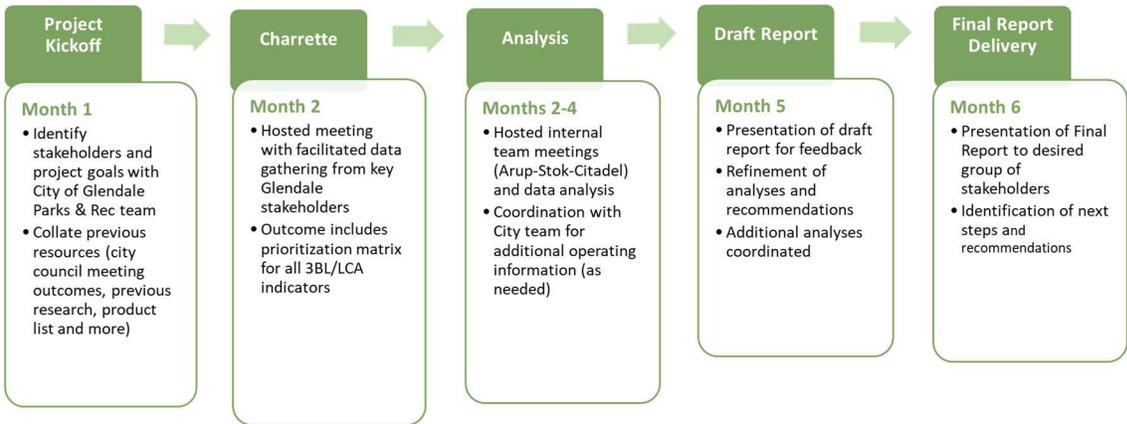
This unique scope of work for a comprehensive analysis of the turf replacement for public athletic fields is an opportunity to evaluate diverse impacts of the decision to replace the current turf with artificial turf. To date, there are some approved projects, documented comments from City Council and public stakeholders, and relevant manufacturer and other research available. The first task will include work within our team and with the City of Glendale Community Services and Parks team to identify priorities and key metrics, gather information available and identify key stakeholders.

The primary impetus for a turf replacement is obviously environmentally-driven – to achieve less water use and maintenance impacts – which has naturally created a desire for a Life Cycle Analysis. Alignment with climate action plan and sustainability goals for the City of Glendale adds a proactive lens to this assessment, particularly regarding GHGs and water use. However, the inclusion of social and community benefits such as material health and field usability, other environmental impacts such as runoff, and financial impacts of maintenance and upkeep create an opportunity for a comprehensive, triple-bottom-line (3BL) study inclusive of relevant environmental, economic, and social impacts.

This section of work will conclude with an outline of the initial analysis based on early goal setting, and will include a summary of information gathered, an anticipated schedule for the stakeholder charrette and further analysis, and definition of the LCA/3BL reporting boundary.

Deliverable #1: Summary of project goals, project stakeholders, schedule, and resources list.

The anticipated timeline for delivery of this project is 5-6 months, to be completed in approximately the following milestones.



TASK 2.0: "CHARRETTE"

In any true integrative analysis or scope of work, the struggle is to prioritize diverse quantitative and qualitative metrics for a true selection of criteria for comparison. A 'charrette' is the term used for early scoping meetings that facilitate input from diverse stakeholders in order to properly evaluate and rank issues for consideration.

The Citadel/ARUP/Stok team will facilitate a charrette for this analysis, including key representation (or report-backs via City staff) for stakeholders involved in implementing turf replacement projects, maintenance and upkeep, and field use – to foster participation and feedback in this process.

While in-person is always desired, due to COVID-19 safety measures it is anticipated that the charrette will be conducted virtually in early November 2021.

Deliverable #2: Closing meeting summary notes and revised outline for analysis

TASK 3.0: ANALYSIS

After the charrette and data gathering milestones are completed, our team will work together to complete in-depth analyses for the desired components. These will include, but are not limited to:

- Life cycle carbon analysis aligned with ISO 14040 for product life cycle assessments
- Field usability (measured in annual days of use)
- Material health considerations
- Water use
- Effects on runoff
- Material maintenance issues
- Comparison of relative ongoing costs for artificial turf vs. natural turf

Deliverable #3: Copy of the draft summary report from initial analysis

Deliverable #4: Presentation meeting with City of Glendale team (Koko, Onnig, David) for feedback

TASK 4.0: SUMMARY OF FINIDINGS

After review of our draft analysis and final assessments, a final report and presentation will be provided with a recommendation for a path moving forward with regards to the public athletic fields.

The final report will be presented to the City of Glendale team with recommendations and considerations/trade-offs considered. The team will be available for future presentations to City Council and CA Parks & Rec as needed.

Deliverable #5: Final report and presentation

SECTION 4.0: BIOGRAPHIES

RAVI BAJAJ, WELL PERFORMANCE TESTING AGENT & PRINCIPAL-ESG

Ravi joined Citadel as a principal of the ESG and Sustainability practice area. Ravi has over 10 years of experience in Sustainability, ESG, and Health & Wellbeing consulting for the built environment. He has extensive experience in collaborative project management for the GRESB, WELL, LEED, and BREEAM In-Use rating systems, direct experience with WELL Performance Verification and BREEAM on-site assessments, as well as experience with the Fitwel and Living Building Challenge rating systems. Ravi was one of the first licensed BREEAM In-Use assessors in the US in August of 2016 and completed the first assessment in the US market.

Ravi is focused on a data-driven approach to building performance measurement and continuous improvement programs, at the building and portfolio-scale. He is passionate about benchmarking performance and ESG reporting specific to the built environment, and about corporate sustainability and responsibility programs.

Ravi teaches about green building programs at the University of California at San Diego, is on the Board of Directors for the San Diego Green Building Council and participates regularly in programs and advisory groups with industry organizations throughout Southern California.

PAULA PRZYBYLSKI, SUSTAINABILITY CONSULTANT & CARBON ENGINEER

Paula uses her background in systems engineering and sustainable design to implement innovative, high-impact sustainability strategies totaling over 20 million square feet of impact across six continents to-date. She specializes in leading complex projects involving healthy materials, carbon accounting, and green building certifications such as LEED, Fitwel and Zero Carbon. She has extensive experience analyzing the life cycle impacts of decisions made in the built environment for clients including product manufacturers, designers, and a number of fortune 500 companies.

Paula's diverse experiences in sustainability allow her to understand and address the needs of a wide variety of stakeholders and project types. Through a holistic but targeted approach to high performance real estate, Paula enables her clients to achieve their personal goals while simultaneously contributing to a better world.



FRANCES YANG, SUSTAINABLE MATERIALS SPECIALIST

Frances leads Arup's Americas Sustainable Materials Consulting practice, promoting healthier, low carbon construction of our built environment. Combining her background in civil engineering, architecture for the environment, green chemistry, and advanced use of life-cycle assessment (LCA) tools, Frances has led a variety of private and public projects towards more sustainable outcomes. Over her 17-year career at Arup, she has supported Alameda County, SFO, UCSF, WeWork, Facebook, BART, National Ready Mix Concrete Association, and numerous other clients on built projects, research, standards development, and policy.

Frances serves on the AIA Materials Knowledge Working Group, is vice-chair of the SEI SE 2050 Sustainability Committee, and a board member of the Carbon Leadership Forum. She has also vice-chaired the USGBC LEED Materials and Resources TAG and co-authored "Prescription for Healthier Building Materials: a Design and Implementation Protocol" for the American Institute of Architects.



SECTION 5.0: PRICING

LIFE CYCLE AND TRIPLE BOTTOM LINE ANALYSES

Project Assumptions:

- Includes facilitation of stakeholder charrette, data gathering, analysis, and summary report
- Analysis of 3 City parks/fields, and up to 3 configurations of artificial turf options for life cycle analysis
- Regarding options for comparison – a 10-year lifespan will be the primary comparison, and juxtaposed with the listed product warranty and anticipated usability
- Quantitative metrics will be gathered using industry-recommended units, and comparison of life-cycle and triple bottom line considerations will be based on issue prioritization led by the City of Glendale Community Services and Parks team, facilitated by the Citadel/ARUP/Stok team

Pricing Table:

Base Scope of Work	
Delivery of recommendations and summary of findings from initial turf replacement study	\$35,400
Travel expenses per person/per day (based on GSA rates)*	\$672
Additional Scopes of Work <i>(pricing reflects a Time & Materials pricing)</i>	
T&M hourly rate for additional analyses requested	\$236/hour
Travel expenses per person/per day (based on GSA rates)*	\$672

* Travel costs will only be incurred if in-person meetings or presentations with the City of Glendale or selected stakeholders requires the attendance of team members from outside of Southern CA. For the stated team, this is only anticipated for travel for Frances or Paula; travel will be communicated with the City's team for feedback prior to booking any travel accommodations.



ATTACHMENT "A" - TERMS AND CONDITIONS

Payment

Client will pay Citadel Environmental Services, Inc. (Citadel) for services and expenses in accordance with this agreement (understood to be comprised of (a) Citadel Proposal _____, dated _____ (the "Proposal"), and (b) these attached terms and conditions (together with the Proposal, this "Agreement")) upon delivery of a written invoice from Citadel for such services and expenses. Invoices are past due after 30 calendar days from delivery of such invoices. Past due amounts are subject to a charge on the outstanding balance of eighteen percent (18%) per annum or the maximum amount permissible by law. Client shall pay Citadel's reasonable attorney's fees and all other reasonable costs and expenses associated with the collection of outstanding invoices. Client's obligation to pay for the services contracted for is in no way dependent upon Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, Client's acceptance of Citadel's services, or upon Client's successful completion of any project. Client shall remain obligated to pay Citadel for the contracted services even though testing results and/or the report may contain conclusions unfavorable to Client's interests.

Standard of Care, Warranty Disclaimer, Pre-Existing Conditions

Citadel warrants that it will perform services for Client using that degree of care and skill ordinarily exercised by, and consistent with the standards applicable to, persons performing similar services in such industry under similar conditions and timeframe, and in the same locality as the site(s) where the services are performed by Citadel (the "Site"). OTHER THAN THE WARRANTY SET FORTH IN THE PREVIOUS SENTENCE AND ANY WARRANTIES EXPRESSLY SET FORTH IN THE PROPOSAL, ALL OF WHICH SHALL EXPIRE 12 MONTHS FOLLOWING PERFORMANCE OF THE SERVICES, CITADEL MAKES NO WARRANTIES HEREUNDER OR THEREUNDER WITH RESPECT TO THE SERVICES OR ANY DELIVERABLES PROVIDED IN CONNECTION THEREWITH, EXPRESS OR IMPLIED, AND CITADEL HEREBY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

Prior to Citadel commencing performance of the services, Client shall provide Citadel with copies of any environmental studies, reports, and impact statements in Client's possession, and shall continue to provide any such materials promptly as they become available thereafter, in each case relating to any pre-existing hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or conditions (the "Hazardous Conditions") at the Site. Client acknowledges that Citadel has neither created nor contributed to, and has no liability in connection with, the creation or existence of any Hazardous Conditions, whether known or unknown, and Citadel's compensation hereunder is not commensurate with the potential risk of injury or loss that may be caused by exposure to, contamination by, or the presence of such Hazardous Conditions. Accordingly, Client waives any Claim (defined below) against Citadel, its affiliates, and their respective officers, directors, employees, agents, and subcontractors (collectively, the "Citadel Parties") with respect to such Hazardous Conditions. If Citadel encounters a Hazardous Condition or other dangerous Site condition not addressed in the Proposal, including Client's failure to comply with Applicable Laws (defined below) related to the Site, Citadel may, upon recognizing the condition, stop work in the affected area and notify Client. In such event, any delay in Citadel's performance of work will be deemed a Force Majeure (defined below). When Citadel determines, in its discretion, that the material, substance or condition has been rendered harmless, Citadel shall resume work in the affected area.

Prior to Citadel commencing performance of the services, Client will assist Citadel in conducting a walk-through of all Sites where Client intends to do subsurface investigation and/or excavation in the field. During its performance of services hereunder, Citadel will take reasonable precautions to avoid damaging buried structures and utilities of which Citadel is notified in advance in writing.

In connection with Client's performance under this Agreement, Client shall comply with all laws, statutes, treaties, ordinances, judgments, decrees, injunctions, writs, orders, rules, regulations, and interpretations of any governmental authority applicable to Client or the Site ("Applicable Laws"), including permits, and environmental, health and safety laws. Insofar as jobsite safety is concerned, Citadel is responsible solely for Citadel Parties' activities on the Site, but this shall not be construed to relieve Client or any independent construction contractors from their responsibilities for maintaining a safe Site or otherwise complying with Applicable Laws. Unless set forth in the Proposal, neither professional activities of Citadel, nor the presence of Citadel Parties, shall be construed to imply Citadel has any responsibility for methods of work performance, supervision, sequencing of construction, or safety in, on or about the Site for any persons other than the Citadel Parties.



Client shall provide Citadel Parties the right to enter from time-to-time property owned by Client in order for Citadel to fulfill the scope of services indicated hereunder. Client waives the right to make any Claim against any Citadel Party related to any part or parcel of property to which Citadel is not provided access, or which is concealed, including, but not limited to, wall cavities/chases, ceiling plenums, below floor finishes, crawlspaces, below grade, beneath existing structures, or behind electrical panels. Client further understands and agrees that Citadel shall not be responsible to pay any costs incurred by Client to correct any damage to Client's property caused by Citadel's equipment, except to the extent such damage was caused by the gross negligence or willful misconduct of Citadel Parties.

Citadel is solely responsible for the performance of this Agreement and none of its directors, officers, employees or agents shall have any legal responsibility hereunder, whether in contract or tort, including negligence, except for acts of gross negligence, intentional torts, or willful misconduct.

Limitations of Method Reliability

Client recognizes and agrees that all testing and remediation methods have reliability limitations, and that no method nor number of sampling locations can guarantee that a hazard will be discovered if contamination or other evidence of the hazard is not encountered within the performance of the services as authorized. Client further acknowledges and agrees that reliability of testing or remediation varies according to the sampling frequency and other service variables selected by Client and that factors other than reliability, including cost, have been considered in Client's selection of services. Client agrees that it has knowledgeably accepted these limitations and that Citadel shall not be at fault or liable for any such limitations.

Client recognizes that Citadel uses the industry standard technology at the time the services are performed and commonly accepted industry standards, practices and procedures in the performance of its responsibilities to Client.

Limitations

Client agrees that Citadel will not be held liable for future changes in industry standards, practices and procedures, nor for revelations or changes in technology. In no event shall Citadel be liable for latent or hidden conditions not directly observed by Citadel. NOTWITHSTANDING ANY OTHER PROVISION UNDER THIS AGREEMENT, THE AGGREGATE LIABILITY OF CITADEL UNDER OR IN RELATION TO THIS AGREEMENT AND THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF (A) \$50,000.00 AND (B) THE AMOUNT ACTUALLY PAID BY CLIENT FOR THE SERVICES PERFORMED UNDER THE PROPOSAL. IN NO EVENT SHALL CITADEL BE LIABLE TO CLIENT FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, IN EACH CASE, LOST REVENUES OR PROFITS), WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT CITADEL WAS ADVISED OF SUCH LOSSES/DAMAGES IN ADVANCE, ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, OR THE SERVICES OR DELIVERABLES IN CONNECTION THEREWITH, AND WHETHER SUCH LIABILITY IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY OR OTHERWISE).

Claims

Client shall pay, in addition to any indemnification obligations of Client hereunder, Citadel's costs (including attorney's fees and court costs) of defending itself against any Claims Client or any third party makes against any Citadel Party related to the services performed pursuant to this Agreement that are not adjudicated to be valid.

Indemnity

In performing its services under this Agreement, Citadel shall be deemed to be acting as an independent contractor, and only to the extent and specific purposes set forth in this Agreement. Nothing herein shall, at any time, be construed as to create a relationship of employer and employee, partnership, principal and agent, or joint venture partner, between Client



and Citadel. Each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party, its affiliates, and their respective officers, directors, employees, agents, and subcontractors (the "Indemnified Parties") from and against any and all losses, damages, liabilities, settlements, penalties, fines, costs, and expenses (including reasonable attorneys' fees and expenses and court costs) (collectively, "Losses") arising out of or resulting from any claim, demand, suit, or other action (including by any governmental authority) ("Claims"), in each case incurred in connection with or arising out of (a) the negligence or willful misconduct of the Indemnifying Party, its affiliates, or their officers, directors, employees, agents, or subcontractors, (b) the breach of any representation, warranty or covenant under this Agreement by the Indemnifying Party, and/or (c) if Client is the Indemnifying Party, (i) the presence or release of, exposure to, or exacerbation of, any Hazardous Condition at the Site, including related to Citadel's performance of services hereunder, and/or (ii) buried structures and utilities of which Client did not promptly notify Citadel, which were not properly located on plans furnished to Citadel or which were not properly located by locating companies called to the Site by or on behalf of Client to identify such structures and utilities, except, for each of items (a)-(c), to the extent arising from the negligence or willful misconduct of the Indemnified Party.

Termination; Suspension of Services

If Client breaches any representation, warranty or covenant in this Agreement, and fails to cure such breach within 15 days after Citadel notifies Client of such breach, Citadel may, at its option (a) terminate this Agreement, or (b) if such breach is a failure to pay any outstanding invoice, in whole or in part, suspend its performance of services until such amounts have been paid in full, and in each case pursue all rights and remedies available at law or in equity. Upon termination of this Agreement, Client shall immediately pay Citadel all amounts outstanding for services performed through the date of termination.

Confidentiality

Each party shall treat all Confidential Information of the other party (the "Disclosing Party") as strictly confidential and wholly owned by the Disclosing Party, and shall not use, distribute, disclose, reproduce or otherwise communicate any Confidential Information to any person for any purpose other than in accordance with the terms of this Agreement, unless (a) required to disclose such information by judicial or administrative process or by other requirements of applicable law, in which event the non-Disclosing Party shall use its reasonable efforts to provide the Disclosing Party with prompt prior notice thereof, (b) required by a governmental authority to be included in a publicly filed document, including in connection with a permit application, or (c) disclosed to those of its employees, officers, directors, agents, representatives, independent contractors, applicable governmental authorities and affiliates who need to know such Confidential Information for a purpose reasonably related to the performance of this Agreement; provided, that any recipient of Confidential Information shall agree to keep Confidential Information confidential on terms similar to those contained in this paragraph and the non-Disclosing Party shall be liable for any breach of these provisions by such recipient. "Confidential Information" means all information supplied by any party to the other hereunder or in connection herewith (w) which is marked as "proprietary" or "confidential," (x) which is supplied orally with a contemporaneous confidential designation, or (y) which is known or should be known by the receiving party to be confidential or proprietary information or documentation of the Disclosing Party. Notwithstanding the foregoing, Confidential Information shall not include information which: (1) at the time of disclosure to the receiving party is in the public domain or thereafter enters the public domain through no breach of this Agreement by the receiving party; (2) is already known by the receiving party at the time of disclosure by the Disclosing Party and such information is not otherwise subject to any confidentiality obligations of the receiving party; (3) is received from a third party who, to the receiving party's knowledge, may disclose such information without violation of any confidentiality obligation; or (4) is independently developed by the receiving party without reference to the Disclosing Party's Confidential Information. All concepts, improvements, designs, works of authorship, processes, software code, databases, or other results, deliverables and materials made, created, authored or developed by or on behalf of Citadel in connection with its performance of services under this Agreement are the sole and exclusive property of Citadel.

Non-Solicitation

During the term of this agreement and ending one year following its termination, Client shall not, without Citadel's prior written consent, directly or indirectly, (i) solicit or encourage any person to leave the employment or other service of Citadel



or its affiliates, or (ii) hire, on behalf of Client or any other person or entity, any person who has left the employment within the one-year period following the termination of that person's employment with Citadel or its affiliates. In the event Client violates this non-solicitation clause, it shall pay liquidated damages to Citadel in the amount of \$50,000 for each violation. The parties agree that liquidated damages as described in this Agreement are a genuine estimate of Citadel's foreseeable damages and are its sole remedy for such violation.

Miscellaneous

All consents, notices, or other communications hereunder shall be (a) sufficient if given in writing and delivered in person or by email, overnight courier, or certified mail, postage prepaid, return receipt requested, to the receiving party at the address or email address listed on the Proposal, with a copy to the chief executive officer of the receiving party, or to such other address or email address as such party may have given to the other by notice pursuant to this paragraph; and (b) deemed delivered, given, and received (i) on the date of delivery, in the case of delivery via personal delivery or email, (ii) on the delivery or refusal date, as specified on the return receipt in the case of certified mail, or (iii) on the tracking report, in the case of overnight courier.

To the extent a party is rendered wholly or partly unable to perform, or is delayed in the performance of, its obligations under this Agreement due to an event that (a) is beyond its reasonable control, and (b) is not the result of negligence, willful misconduct, breach of contract, or intentional act or omission of the affected party (a "Force Majeure"), such failure to perform or delay in performance will not constitute a default under this Agreement and if a Force Majeure delays Citadel's ability to meet any deadline for the performance of services, Citadel shall be entitled to a day-for-day extension of such deadline until such Force Majeure is removed.

The validity, interpretation, and enforcement of this Agreement will be governed by the laws of the State of California without giving effect to the choice of law doctrine. Any suit, action or other legal proceeding by or against any party with respect to or arising out of this Agreement shall be brought in any state or federal court in Los Angeles County, California. IN ALL CASES, EACH PARTY IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY AND ALL ACTIONS, CLAIMS AND DISPUTES IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. IF CLIENT VIOLATES, OR THREATENS TO VIOLATE, THE CONFIDENTIALITY OBLIGATIONS SET FORTH HEREIN, CITADEL MAY SEEK, AT VENDOR'S SOLE COST, IMMEDIATE AND PERMANENT INJUNCTIVE RELIEF IN ADDITION TO ALL OTHER RIGHTS AND REMEDIES CITADEL HAS AT LAW OR IN EQUITY AND POSTING OF A BOND OR CASH SHALL NOT BE REQUIRED AS A PRE-CONDITION TO SUCH RELIEF.

Except as otherwise stated herein, the terms and provisions of this Agreement are intended solely for the benefit of each party and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person. Client may not assign or otherwise transfer this Agreement or any obligation hereunder without providing advance written notice to Citadel.

The remedies of the parties hereunder are cumulative and in addition to all rights and remedies at law and in equity. No delay in exercising or failure to exercise a right or remedy shall impair that or any other right or remedy or be construed as a waiver of any such right or remedy. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, usages of trade, and courses of dealing. This Agreement may be altered, amended or waived only by the written agreement of an authorized representative of each party. If any provision of this Agreement is held void or unenforceable, the remaining provisions shall remain in full force and effect.

In the event of a conflict between these Terms and Conditions and the Proposal, these Terms and Conditions shall apply unless the specific provision of the Proposal states otherwise. The provisions of this Agreement shall survive the expiration or termination of this Agreement to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate.

Initials



ATTACHMENT B – INSURANCE AND ACCOUNTS PAYABLE INFORMATION

To assist Citadel EHS in providing seamless service to your firm, we respectfully request that you provide the following information:

Invoice Submittal	How would you prefer us to submit invoices? Via Email <input type="checkbox"/> Hardcopy Via Mail <input type="checkbox"/> Other (please note below)
Special Instructions (mail, email invoices):	
If the person/organization to whom this proposal is addressed is not the person/organization to whom Invoices should be addressed and sent to, please provide that information below.	
Organization	
Name	
Email	
Billing Address	
Phone	
<ul style="list-style-type: none"> • Yes • No 	Does your company have specific insurance requirements? If yes, please attach requirements for COI, etc.
PO/CO#	
<ul style="list-style-type: none"> • Yes • No 	Does your company require online registration for new contractors? If yes, please list website address:

(For office use only)

Sales Rep _____ Date _____ Client Number _____ Approved by _____