

**AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
NMS MANAGEMENT, INC.
for
AS-NEEDED JANITORIAL AND RELATED MAINTENANCE SERVICES –
FACILITIES
AGREEMENT NO. 119-2021MA**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and NMS MANAGEMENT, INC., a California Corporation (Service Provider). The parties agree to the following:

1. **SCOPE OF SERVICES.** Service Provider shall provide services to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. Service Provider shall keep the Executive Director of the District or their designated representative informed of the progress of said services at all times.
 - a. **As-Needed Services**
 - (1) Service Provider is aware that the services to be provided under this Agreement are on an as-needed basis as determined by the District. Service Provider may or may not receive a request to provide such services, and Service Provider may not receive the maximum expenditure of funds allocated for these services. No work or services will be performed until a Task Authorization (TA) has been signed by the District Representative.
 - (2) Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A: Scope of Services as requested by District by issuance of specific Task Authorization and agreed to by Service Provider.
 - (3) Services rendered under this Agreement shall be undertaken by Service Provider only upon issuance of a Task Authorization (TA) for said services, in the format as shown in the attached Exhibit A,

attached hereto and incorporated herein. A Task Authorization shall not be considered effective until the Task Authorization has been signed by the District's designated representative.

2. **TERM OF AGREEMENT.** This Agreement shall commence on December 1, 2021 and shall terminate on June 30, 2027, subject to earlier termination as provided below.
3. **COMPENSATION.** For performance of services rendered pursuant to this Agreement and as further described in Attachment B, Compensation and Invoicing, attached hereto and incorporated herein; District shall compensate Service Provider based on the following, subject to the limitation of the maximum expenditure provided herein:
 - a. **Maximum Expenditure.** The maximum expenditure under this Agreement shall not exceed \$2,550,000.00. Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.
 - b. **Payment Procedure.** For work performed on an hourly basis, Service Provider agrees to assign the person with the lowest hourly rate who is fully competent to provide the services required. If Service Provider finds it necessary to have work, which would usually be performed by personnel with a lower rate, performed by personnel paid at the higher hourly rate, Service Provider shall nevertheless, bill at the lower rate.
 - c. **Progress Documentation.** Service Provider shall provide District progress reports in a format and on a schedule as District directs.

Progress reports shall include a description of work completed, cumulative dollar costs incurred, anticipated work for the next reporting period, percentage of work complete, and the expected completion date for remaining work. The report shall identify problem areas and important issues that may affect project cost and/or schedule. The report shall present actual percent completion versus planned percent completion.

4. **RECORDS**

- a. Service Provider shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to inspection of District at all reasonable times in the City of San Diego and such records shall be kept for at least three (3) years after the termination of this Agreement.
- b. Such records shall be maintained by Service Provider for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.
- c. Service Provider understands and agrees that District, at all times under this Agreement, has the right to review project documents and work in progress and to audit financial records, whether or not final, which Service Provider or anyone else associated with the work has prepared or which relate to the work which Service Provider is performing for District pursuant to this Agreement regardless of whether such records have previously been provided to District. Service Provider shall provide District at Service Provider's expense a copy of all such records within five (5) working days of a written request by District. District's right shall also include inspection at reasonable times of the Service Provider's office or facilities, which are engaged in the performance of services pursuant to this Agreement. Service Provider shall, at no cost to District furnish reasonable facilities and assistance for such review and audit. Service Provider's failure to provide the records within the time requested shall

preclude Service Provider from receiving any compensation due under this Agreement until such documents are provided.

5. **SERVICE PROVIDER'S SUB-SERVICE PROVIDERS**

- a. It may be necessary for Service Provider to sub-contract for the performance of certain technical services or other services for Service Provider to perform and complete the required services; provided, however, all Service Provider's Sub-Service Providers shall be subject to prior written approval by District. The Service Provider shall remain responsible to District for any and all services and obligations required under this Agreement, whether performed by Service Provider or Service Provider's Sub-Service Providers. Service Provider shall compensate each Service Provider's Sub-Service Providers in the time periods required by law. Any Service Provider's Sub-Service Providers employed by Service Provider shall be independent Service Providers and not agents of District. Service Provider shall insure that Service Provider's Sub-Service Providers satisfy all substantive requirements for the work set forth by this Agreement, including insurance and indemnification.
- b. Service Provider shall also include a clause in its Agreements with Service Provider's Sub-Service Providers which reserves the right, during the performance of this Agreement and for a period of three (3) years following termination of this Agreement, for a District representative to audit any cost, compensation or settlement resulting from any items set forth in this Agreement. This clause shall also require Service Provider's Sub-Service Providers to retain all necessary records for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

6. **COMPLIANCE**

- a. In performance of this Agreement, Service Provider and Service Provider's Sub-Service Providers shall comply with the California Fair

Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.

- b. Service Provider shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.

7. **INDEPENDENT ANALYSIS.** Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision.

8. **ASSIGNMENT.** This is a personal services Agreement between the parties and Service Provider shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of District in each instance.

9. **INDEMNIFY, DEFEND, HOLD HARMLESS**

- a. **Duty to Indemnify, duty to defend and hold harmless.** To the fullest extent provided by law, Service Provider agrees to defend, indemnify and hold harmless the District, its agents, officers or employees, from and against any claim, demand, action, proceeding, suit, liability, damage, cost (including reasonable attorneys' fees) or expense for, including but not limited to, damage to property, the loss or use thereof, or injury or death to any person, including Service Provider's officers, agents, subcontractors,

employees, ("Claim"), caused by, arising out of, or related to the performance of services by Service Provider as provided for in this Agreement, or failure to act by Service Provider, its officers, agents, subcontractors and employees. The Service Provider's duty to defend, indemnify, and hold harmless shall not include any Claim arising from the active negligence, sole negligence or willful misconduct of the District, its agents, officers, or employees.

- b. The Service Provider further agrees that the duty to indemnify, and the duty to defend the District as set forth in 9.a, requires that Service Provider pay all reasonable attorneys' fees and costs District incurs associated with or related to enforcing the indemnification provisions, and defending any Claim arising from the services of the Service Provider provided for in this Agreement.
- c. The District may, at its own election, conduct its defense, or participate in the defense of any Claim related in any way to this Agreement. If the District chooses at its own election to conduct its own defense, participate in its own defense or obtain independent legal counsel in defense of any Claim arising from the services of Service Provider provided for in this Agreement, Service Provider agrees to pay all reasonable attorneys' fees and all costs incurred by District.

10. **INSURANCE REQUIREMENTS**

- a. Service Provider shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:
 - (1) Commercial General Liability (including, without limitation, Contractual Liability, Personal Injury, Advertising Injury, and Products/Completed Operations) coverages, with coverage at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001) with limits no less than one

million dollars (\$1,000,000) per Occurrence and two million dollars (\$2,000,000) Aggregate for bodily injury, personal injury and property damage.

- (a) The deductible or self-insured retention on this Commercial General Liability shall not exceed \$5,000 unless District has approved of a higher deductible or self-insured retention in writing.
 - (b) The Commercial General Liability policy shall be endorsed to include the District; its agents, officers and employees as additional insureds in the form as required by the District. An exemplar endorsement is attached (Exhibit E, Certificate of Insurance, attached hereto and incorporated herein).
 - (c) The coverage provided to the District, as an additional insured, shall be primary and any insurance or self-insurance maintained by the District shall be excess of the Service Provider's insurance and shall not contribute to it.
 - (d) The Commercial General Liability policy shall be endorsed to include a waiver of transfer of rights of recovery against the District ("Waiver of Subrogation").
- (2) Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles) written at least as broad as Insurance Services Office Form Number CA 0001 with limits of no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation, statutory limits, is required of the Service Provider and all sub-consultants (or be a qualified self-insured) under the applicable laws and in accordance with "Workers' Compensation and Insurance Act", Division IV of the Labor Code of

the State of California and any Acts amendatory thereof. Employer's Liability, in an amount of not less than one million dollars (\$1,000,000) each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee. This policy shall be endorsed to include a waiver of subrogation endorsement, where permitted by law.

(4) Professional Liability insurance in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.

(a) At the end of the agreement period, Consultant shall maintain, at its own expense, continued Professional Liability insurance of not less than five (5) years, in an amount no less than the amount required pursuant to this Agreement.

(b) Alternately, if the existing Professional Liability is terminated during the above referenced five-year period, Consultant shall maintain at its own expense, "tail" coverage in the same minimum amount as set forth in this paragraph.

(c) All coverages under this section shall be effective as of the effective date of this Agreement or provide for a retroactive date of placement that coincides with the effective date of this Agreement.

(5) Umbrella or Excess Liability insurance with limits no less than one million dollars (\$1,000,000) per occurrence and aggregate. This policy must provide excess insurance over the same terms and conditions required above for the General Liability, Automobile Liability and Employer's Liability policies.

b. Service Provider shall furnish District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of

Insurance in a form acceptable to the District, an exemplar Certificate of Insurance is attached as Exhibit E and made a part hereof, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the District. Except in the event of cancellation for non-payment of premium, in which case notice shall be 10 days, all such policies must be endorsed so that the insurer(s) must notify the District in writing at least 30 days in advance of policy cancellation. Service Provider shall also provide notice to District prior to cancellation of, or any change in, the stated coverages of insurance.

- c. The Certificate of Insurance must delineate the name of the insurance company affording coverage and the policy number(s) specifically referenced to each type of insurance, either on the face of the certificate or on an attachment thereto. If an addendum setting forth multiple insurance companies or underwriters is attached to the certificate of insurance, the addendum shall indicate the insurance carrier or underwriter who is the lead carrier and the applicable policy number for the CGL coverage.
 - d. Furnishing insurance specified herein by the District will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on Service Provider or Service Provider's sub-contractors or any tier of Service Provider's sub-contractors. District shall reserve the right to obtain complete copies of any of the insurance policies required herein.
11. **ACCURACY OF SERVICES.** Service Provider shall be responsible for the technical accuracy of its services and documents resulting therefrom and District shall not be responsible for discovering deficiencies therein. Service Provider shall correct such deficiencies without additional compensation. Furthermore, Service Provider expressly agrees to reimburse District for any costs incurred as a result of such deficiencies. Service Provider shall make decisions and carry out its responsibilities hereunder in a timely manner and shall bear all costs

incident thereto so as not to delay the District, the project, or any other person related to the project, including the Service Provider or its agents, employees, or Sub-Service Providers.

12. **INDEPENDENT CONTRACTOR.** Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.
13. **ADVICE OF COUNSEL.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement 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 Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
14. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.

15. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.
16. **OWNERSHIP OF RECORDS.** Any and all materials and documents, including without limitation drawings, specifications, computations, designs, plans, investigations and reports, prepared by Service Provider pursuant to this Agreement, shall be the property of District from the moment of their preparation and the Service Provider shall deliver such materials and documents to District at the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101) whenever requested to do so by District. However, Service Provider shall have the right to make duplicate copies of such materials and documents for its own file, or other purposes as may be expressly authorized in writing by District. Said materials and documents prepared or acquired by Service Provider pursuant to this Agreement (including any duplicate copies kept by the Service Provider) shall not be shown to any other public or private person or entity, except as authorized by District. Service Provider shall not disclose to any other public or private person or entity any information regarding the activities of District, except as expressly authorized in writing by District.
17. **TERMINATION.** In addition to any other rights and remedies allowed by law, the Executive Director (President/CEO) of District may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to Service Provider of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by Service Provider to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as

provided in this paragraph shall release District from any further fee or claim hereunder by Service Provider other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.

18. **DISPUTE RESOLUTION**

- a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.
- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, Sub-Service Provider and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.
- c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect

regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.

19. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Service Provider, made an exhaustive inspection to check the quality or quantity of the services performed by the Service Provider, made an examination to ascertain how or for what purpose the Service Provider has used money previously paid on account by the District, or constitute a waiver of claims against the Service Provider by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Service Provider for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the District which are the fault of or as result of work performed or negligent conduct by or on behalf of the Service Provider. Upon five (5) day written notice to the Service Provider, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Service Provider to pay the same; and the amount due the Service Provider under this Agreement or the whole or so much of the money due or to become due to the Service Provider under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Service Provider at no expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is

authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the Service Provider. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the Service Provider.

20. **COMPLIANCE WITH PREVAILING WAGE LAWS (IF APPLICABLE)**

- a. Service Provider acknowledges and agrees that it is the sole and exclusive responsibility of Service Provider to: (a) ensure that all persons and/or entities (including, but not limited to, Service Provider or Subcontractors) who provide any labor, services, equipment and/or materials (collectively, "Services") in connection with any work shall comply with the requirements of California's and any other prevailing wage laws ("PWL") to the extent such laws are applicable and (b) determine whether any Services are subject to the PWL by obtaining a determination by means that do not involve the District.
- b. Certified Payrolls. Service Provider acknowledges and agrees that it is the sole and exclusive responsibility of the Service Provider to insure that all certified payrolls are provided to the District. Service Provider shall submit certified payrolls electronically via the software LCPtracker.
 - (1) LCPtracker is a web-based system, accessed on the World Wide Web by a web browser. Service Provider will be given a Log-On identification and password to access the San Diego Unified Port District's reporting system upon Service Provider's request.
 - (2) The use of LCPtracker by the Service Provider is mandatory. Access to LCPtracker will be provided at no cost to the Service Provider.

- (3) In order to utilize LCPtracker, the Service Provider needs a computer and internet access. A digital camera and a scanner may be useful. For more information, go to www.lcptracker.com. To Login, go to www.lcptracker.net and from the homepage, select LOGIN and enter the Username and Password that will be provided to you by the District upon Service Provider's request.
- (4) Use of the system will entail data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid etc. The Service Provider's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.
- (5) Service Provider must require all lower-tier sub participants the mandatory requirement to use LCPtracker to provide any required labor compliance documentation. Lower-tier sub participants will be given a Log-On identification and password from the Service Provider.
- (6) Training options can be provided to the Service Provider upon request.

21. **SERVICE PROVIDER/CONTRACTOR REGISTRATION PROGRAM (IF APPLICABLE)**

- a. In accordance with the provisions of Labor Code section 1771.1. (a) A contractor or subcontractor shall not be qualified to bid on; be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It 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.

- b. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
 - c. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
 - d. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
22. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.

23. **EQUAL OPPORTUNITY EMPLOYMENT**

Service Provider represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, gender, gender expression, sexual orientation, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

Service Provider will, within forty-five (45) days of the effectiveness of this Agreement, provide a written statement of its commitment to diversity, equity and inclusion, which shall include a commitment and brief description of its plan to implement good faith efforts to recruit subconsultants and employees in a non-discriminatory manner. If Service Provider fails to provide such written statement as required, the District may terminate this Agreement, effective immediately, by providing written notice of such termination. Within sixty (60) days of each yearly anniversary of the commencement date of this Agreement, Service Provider shall provide a written report describing Service Provider's actions and results in furtherance of its commitment to diversity, equity, and inclusion. Service Provider's report shall not identify individual subconsultants and employees by name. If Service Provider fails to provide such report as required, the District may terminate this Agreement, effective immediately, by providing written notice of such termination, or decline to extend its term.

24. **EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the Service Provider.

- a. Submit all correspondence regarding this Agreement to:

Allen Broughton, Assistant Director
General Services
San Diego Unified Port District
1400 Tidelands Ave
National City, CA 91950
Tel. 619-686-8169
Email: abroughton@portofsandiego.org

- b. The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

David M. Guaderrama, Director of Business Development
NMS Management, Inc.
155 W. 35th St., Suite A
National City, CA 91950
Tel. 619-425-0440
Email: nmsmanagement@msn.com

- c. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

SAN DIEGO UNIFIED PORT DISTRICT

NMS MANAGEMENT, INC.

Marcus J. Cromartie
Director, General Services

David M. Guaderrama

David M. Guaderrama
Director of Business Development

Approved as to form and legality:
GENERAL COUNSEL

By: Assistant/Deputy

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

ATTACHMENT A SCOPE OF SERVICES

San Diego Unified Port District

A. General Information

Service Provider shall provide as-needed Janitorial and Related Maintenance Services - Facilities at the San Diego Unified Port District (District) facilities and properties within the Cities of San Diego, Coronado, National City, Chula Vista, and Imperial Beach.

Services shall include cleaning of District facilities, offices, trailers, training rooms, conference rooms, restrooms, lockers, gyms, kitchen facilities, hallways, elevators, stairwells and common areas.

Unit prices in the Fee Schedule shall be fixed and include full compensation for all labor, supervision, transportation, materials, equipment, and related incidentals to provide such services, and no other compensation is allowed. Service Provider shall move, cover or protect any structures or equipment that may be damaged during Janitorial and Related Maintenance Services. Service Provider shall remove from Tidelands all materials, tools, equipment, debris and coverings upon completion of services. Service Provider shall not permit debris and waste material generated from all operations to enter into storm water conveyance system. Service Provider shall maintain site safety and security for public areas at all times.

While working on District property, Service Provider's employees shall wear uniforms with appropriate company name and logo. Service Provider's vehicles shall be clearly marked with appropriate company name and logo.

B. Safety

Service Provider shall abide by all local, state, federal, Cal/OSHA, OSHA, and District safety codes, policies, and procedures. Service Provider will be responsible for fines incurred if not in compliance with OSHA standards. Before the start of work, Service Provider shall post signs and provide barricades to safely protect the public. Service Provider shall remove all signs and barricades at the completion of the service. Service Provider shall follow current Caltrans traffic control guidelines when performing service as applicable. Service Provider shall provide required submittals to the District Representative as listed in the Submittal Section of this Scope of Services.

1. Service Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the services provided.

2. Service Provider shall give notices and comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection.
3. Material usage shall be accomplished with strict adherence to California Division of Industrial Safety, or other governing regulations, and all manufacturers' warnings and application instructions listed on the Safety Data Sheet and on the product container label.
4. Injury & Illness Prevention Program (IIPP): Service Provider shall prepare and submit to the District's Representative, one (1) copy of their IIPP that addresses all the actions necessary to establish a safe working environment, prior to the commencement of on-site service. It is the Service Provider's responsibility to take all reasonable precautions to ensure the safety of the public and its employees and to comply with all federal, state, and local regulations. It is the Service Provider's responsibility to establish and maintain safe onsite working conditions for the duration of the project.
5. COVID-19 Protocol: Service Provider shall prepare and submit to the District's representative one (1) copy of their COVID-19 protocol that addresses all the actions necessary to establish a safe working environment while working on District property, at the kickoff meeting. Service Provider shall comply with all County of San Diego COVID – 19 protocols and procedures. Protocols shall remain in place until Service Provider is notified by District representative in writing.

C. Environmental

1. All San Diego Port District Tidelands are regulated under Regional Water Quality Control Board Order No. R9-2013-0001, National Pollutant Discharge Elimination System (NPDES) Permit No. CAS0109266, waste Discharge Requirements for Discharges of Urban Run-off from the Municipal Separate Storm Sewer Systems (MS4s) Draining the Watersheds of the County of San Diego, the Incorporated Cities of San Diego county, and the San Diego Unified Port (Municipal Permit), as adopted, amended, and/or modified. The Municipal Permit prohibits any activities that could degrade storm water quality. All service to be completed as part of the Agreement must comply with all Municipal Permit requirements and District direction related to permitted activities including the following requirements:
 - a. No discharges of any material may enter the storm drain system or receiving water (San Diego Bay) including water, wash water, dust, petroleum products, soil or debris. Service Provider must immediately remove any such material that inadvertently enters the storm drain system and immediately notify District staff.

- b. If any activity could potentially release materials to the storm drain system or the bay, the District Representative must be notified prior to activity and appropriate protection of the storm drain system shall be implemented as described in the California Stormwater Best Management Practices Handbooks developed by the California Stormwater Quality Association (www.cabmphandbooks.com), or the US EPA's Preliminary Data Summary of Urban Stormwater Best Management Practices (www.epa.gov/waterscience/guide/stormwater/). All storm drain protection systems must minimize the discharge of pollutants and be adequately maintained.
- c. Any materials being stored which could release constituents by wind or run-off transport shall be protected by overhead cover, secondary containment, tarpaulins, or other appropriate methods.
- d. Best Management Practices (BMPs) must be implemented to prevent water, wash water, and/or debris from being tracked or transported off of the service site.
- e. Any fuel products, lubricating fluids, grease or other products and/or waste released from Service Provider's vehicles or equipment shall be collected and disposed of immediately in accordance with state, federal, and local laws.
- f. All job-site waste materials will be properly disposed of at the completion of service including unsalvageable materials that may have been in the storm drain conveyance system.
- g. Service Provider shall ensure that all employees are trained on the nature and implementation of the special provisions outlined above. This training shall include identifying the location of the storm drains on the job site, highlighting the proximity of the bay and the direct connection between the storm drain and the bay, and identifying all BMPs to be implemented to prevent the discharge of pollutants to the storm drain conveyance system or the bay.

District staff may conduct a storm water inspection to verify that BMPs are properly implemented at any time during the project. Additional BMPs may be recommended or required to eliminate or prevent discharges to the stormwater conveyance system or the receiving water. Failure to comply with District directives regarding stormwater pollution prevention may result in enforcement that may include a fine.

- 2. Environmentally Preferable Products - In alignment with the District's Green Port Policy, the District will strive to minimize environmental

impacts directly attributable to operations on San Diego Bay and the tidelands. In alignment with this Policy, the District has established criteria for the procurement of environmentally preferable products.

Accordingly, where practicable and cost effective, Service Provider shall use:

- a. Products that produce less waste and are shipped in minimal packaging. Packaging should be recyclable or compostable where possible.
- b. Products and equipment configured for reduced noise levels.
- c. Cleaning and disinfecting products that meet Green Seal certification at all District facilities. All cleaning and power washing products claiming Green Seal certification, shall be required to bear this certification. Products recognized by the Environmental Protection Agency's (EPA) Safer Detergents Stewardship Initiative or the Design for the Environment Program are not required to be Green Seal certified. More information is available at www.greenseal.org and www.epa.gov/dfe. Germicidal detergents needed to perform services under this Agreement are not required to be Green Seal certified. Service Provider shall only use District approved equipment, materials, and supplies and shall comply with the District's Environmental Sustainability Policy.
- d. Products that meet Green Seal certification for all services rendered under this Agreement. All products claiming Green Seal certification shall required to bear this certification. More information is available at www.greenseal.org and www.epa.gov/dfe.

The District may permit the substitution or addition of environmentally preferable products when such products are readily available at a competitive cost and satisfy the District's performance needs. The District may choose to provide any environmentally preferable products for Service Provider's use during services rendered under this Agreement.

D. Execution

1. **Task Authorization** – As-Needed Janitorial and Related Maintenance Services – Facilities shall be undertaken by Service Provider only upon issuance of a Task Authorization (Exhibit A – Sample Task Authorization) issued by the District for said services. Service Provider shall not perform services until the District representative provides a written Task Authorization specifically indicating the scope and negotiated cost for the Janitorial and Related Maintenance Services – Facilities however, Service Provider may begin work on an urgent request provided the District representative and Service Provider agree to services via written

confirmation; a Task Authorization will follow. A Task Authorization shall not be considered effective until signed by the District. District does not guarantee a minimum or total amount of as-needed services under this Agreement.

2. Daily Janitorial Requirements for Office Areas, Trailers, Stairs, Gates, Lobbies and Common Areas (items not listed will be negotiated via Task Authorization):
 - a. Empty waste and recycling receptacles, clean waste receptacles, and replace liners.
 - b. Move trash, waste and recycling to a central location for removal.
 - c. Clean all surfaces to ensure they are free of dust, debris, fingerprints, spots and spills.
 - d. Wipe ledges, handrails and horizontal surfaces free of dust and debris.
 - e. Clean building entrance glass to be free of streaks, fingerprints, dust and debris.
 - f. Clean interior glass partitions, display cases, mirrors, and interior doors to be free of streaks, fingerprints, dust, and debris.
 - g. Sanitize, wash, and polish drinking fountains, sinks, basins. Scour the mouthpiece, nozzle and bowl of drinking fountains. Report leaks, clogs or operational deficiencies to District representative.
 - h. Sanitize and clean portable drinking units (water coolers) and fixtures. Use sanitizing wipes every day.
 - i. Sweep and damp mop stair landings and steps.
 - j. Maintain areas free of dust, loose dirt, and debris.
 - k. Lactation Rooms – clean, sanitize, dust, wipe down furniture and vacuum.
 - l. Sweep outside areas within 10' of existing wall; clean entrance mats to remain free of dust, loose dirt, debris, leaves.
 - m. At the General Services & Procurement building sweep and keep free of debris the sidewalk and fixtures within 20' of the south office entrance.
3. Twice Weekly Cleaning – National City Aquatic Center
 - a. Clean and disinfect the restrooms, toilets, sinks and floors to include janitorial requirements listed in Section D.2 that apply to this location.
4. Quarterly Cleaning – National City Railcar Plaza
 - a. Dust all windows, door and door frames, light fixtures, curved sides of ceilings, vents, reachable horizontal surfaces, all four corner displays, antique trolley, exterior benches
 - b. Sweep floors
 - c. Wash and scrub floors
 - d. Clean and polish tile

5. **Administration Building:** Janitorial Services shall be from 6:00 a.m. – 5:00 p.m., Monday through Thursday and every other Friday, except District holidays (Exhibit B – District Holidays). All scheduled services shall be completed by 12:00 p.m. daily. The District requires that Service Provider has personnel in the facility from 12:00 p.m. to 5:00 p.m. each day for spot cleaning. At least one staff member at this location must be available by Service Provider provided mobile phone during business hours.

Between the hours of 6:00 a.m. – 8:00 a.m., the following spaces shall be cleaned and ready for service:

In front of building: Pick up trash, litter, leaves, and other loose material.

- | | |
|------------------|--|
| <u>1st floor</u> | Commissioner's Office, conference rooms, training rooms, Boardroom, restrooms, lobbies and the Port Learning Center in the Annex facility. |
| <u>2nd floor</u> | IT Automation lab, restrooms, hallways and the café common area (floors and tables). |
| <u>7th floor</u> | Executive Office areas and restrooms, hallways and common spaces. |

Between the hours of 8:00 a.m. – 12:00 p.m., all other spaces shall be cleaned and ready for service on the 1st, 2nd, 5th, 6th and 7th floors.

6. Floor Care:
- a. Damp or wet mop entrance spaces and resilient tile floors; sweep tile floors; clean spots and spills on carpeted and tiled floors; vacuum carpeted floors per schedule.
 - b. Three (3) times per week, clean Administration Building 1st floor laminate as follows:
 - Tuesday, Wednesday, Thursday: dust mop
 - Tuesday, Wednesday, Thursday: wet mop using a neutral cleaner
 - c. One (1) time daily touch up during the day, by wet mopping and removing tracked in dirt, marks, footprints, spots and spills.
 - d. Vacuum department carpet floors (see below). If day is on an observed holiday (See Exhibit B), vacuum the next business day. Vacuuming floors should occur between the hours of 6:00 – 8:00 a.m. unless otherwise noted).
 - ADM - Floors 1 & 7 - Mondays
 - ADM - Floors 2 & 3 - Tuesdays
 - ADM - Floor 5 - Wednesdays
 - ADM - Floor 6 - Thursdays

- GS – Floors 1 & 2 (Tuesdays & Fridays between 6:00 – 7:00 am)

7. Elevators

- a. Vacuum interior of all carpeted elevators.
- b. Sweep interior of non-carpeted elevators.
- c. Wipe down interior and exterior panels, buttons, handrails and doors with sanitizer.

8. Gym Areas

- a. Clean, polish and disinfect all exercise equipment;
- b. Wipe down all exercise equipment, handles, bars, vertical and horizontal surfaces, overhead pipes less than 12' and fans
- c. Sweep and mop floors and mats;
- d. Restock supplies (paper towels hand sanitizer);
- e. Clean stairs, all mirrors and interior ledges.

9. Shower Areas

- a. Clean entire shower area with a germicidal detergent
- b. Remove encrustation, stains, scale and deposits from fixtures
- c. Change shower liners twice a year
- d. Sweep floors and clean baseboards
- e. Empty and clean receptacles and change plastic liners
- f. Clean and polish dispensers, partitions, floors, vents, ADA chair and furniture.

10. Service Restrooms

- a. Clean commodes, urinals, and lavatories, with a germicidal detergent; remove encrustation, stains, scale, and deposits from fixtures, replace deodorant tablets.
- b. Sweep floors, stairs and clean baseboards; damp mop resilient tile floors with a germicidal detergent; wet-mop ceramic tile floors with a germicidal detergent.
- c. Flush restroom floor drains with water; restock supplies.
- d. Empty and clean receptacles and change plastic liners.
- e. Clean and polish dispensers, mirrors, partitions, doors, vents, shelves, and furniture.
- f. Polish stainless-steel fixtures, sinks, partitions, toilets, handrails and drinking fountains with cleaner.
- g. 2nd restroom cleanings are required in the following locations: HPHQ, JHOC, NCMT and TAMT
 - HPHQ cleaning times: 6:00 – 8:00am and 3:00 – 5:00pm
 - JHOC cleaning times: 8:00 – 10:00am and 2:00 – 4:00pm
 - NCMT cleaning times: 6:00 – 8:00am and 3:00 – 5:00pm
 - TAMT cleaning times: 6:00 – 8:00am and 3:00 – 5:00pm

Move and replace furniture, furnishings, and other equipment as necessary to facilitate cleaning.

11. Janitorial Weekly Gym Cleaning
 - a. Gym floor care: follow Exhibit C - Sports Impact Maintenance Guide
 - b. Clean the top of all lockers (lockers may or may not be located in gyms, they could be in restrooms).

12. Additional as-needed services may include, but are not limited to, the following, and will be authorized by Task Authorization:
 - a. Temporary buildings/trailers and modular facilities
 - b. Scrub restroom floors using a germicidal detergent.
 - c. Refinish resilient restroom floors.
 - d. Spray buff resilient tile.
 - e. Scrub hard tile floors in lobbies and entranceways.
 - f. Clean lighting fixtures and diffusers.
 - g. Clean window blinds.
 - h. Remove all dirt and stains from walls and cubicle partitions.
 - i. Clean carpet in all common areas.
 - j. Clean vent covers.
 - k. Clean baseboards.
 - l. Strip and refinish hard floors.
 - m. JHOC (February and August of each year of the Agreement period, as needed); thoroughly vacuum and deep clean walls, equipment, furniture, hoses, wiring, vents and covers, interior sections of panel walls, interior and exterior shelving units and cabinets, and other areas as directed by the District representative; move and replace furniture, furnishings, and other equipment as necessary to facilitate cleaning.

13. Communications Plan

The Service Provider shall attend performance meetings as scheduled by the District representative. Service Provider shall sign up for an account through the District's Service Portal to input emergency work requests and shall contact the District via telephone at 619-571-6909:

https://portofsandiegoserviceportal.force.com/s/?language=en_US

E. Standards

Facilities included in this scope of services shall be maintained at a high standard of cleanliness: free of dust, dirt, odors, stains, discoloration and deposits, and other foreign material and maintained.

Service Provider shall immediately notify the District representative via the Service Portal on the Port of San Diego website or Duty Supervisor weekdays after 4:00pm – 7:00am and all-day on Friday, Saturday and Sunday of vandalism

(as defined above), of damages, defects, leaks, power outages, graffiti or any other problems with District properties that require immediate corrective action.

Service Provider shall provide a supervisor for no less than one (1) hour of supervision for every four (4) hours of labor performed under this scope of services. A working supervisor does not fulfill this requirement. This requirement is not optional, and non-compliance may be cause for termination of this Agreement.

F. Materials

Service Provider shall provide all necessary equipment, materials, and supplies including chemical agents, waxes, polishes, sanitary napkin disposable bags, plastic trash liners, shower curtains (replace in kind annually and at the request of the District representative), paper towels, 2 ply toilet paper, flushable toilet seat covers, soap, hand lotion, metered air fresheners, hand sanitizer, disinfecting wipes, urinal screens, and disposable urinal floor mats as necessary to stock and maintain the specified facilities in a clean and sanitary condition. The equipment shall include silent, commercial grade vacuum cleaners. Rags used to clean sinks shall not be used to clean toilets/urinals.

All cleaning supplies, materials, and equipment used in the performance of this scope of services shall be of good commercial quality, suitable for the purpose intended, and shall provide results necessary to provide the high standards of cleanliness required as outlined in this scope of services. All cleaning processes used shall meet high standards of safety and effectiveness for commercial applications in high traffic areas and shall not damage the facilities being cleaned. The District reserves the right to prohibit the use of any process, material, supply, or equipment which may damage District property, or which may be a risk to employees, the public, or others using District facilities. Materials and supplies shall comply with the District's Environmental Sustainability Policy unless stated otherwise.

The District may permit the substitution or addition of environmentally preferable products when such products are readily available at a competitive cost and satisfy the District's performance needs.

The District will provide power and water for the Service Provider to perform janitorial services.

G. Inspection/Reports/Logs/Schedules

1. Service Provider shall acknowledge receipt of District keys on a memorandum receipt form furnished by District representative. All such keys shall remain the property of District and shall be promptly returned to the District representative at the termination of this Agreement. Service Provider shall provide an annual key inventory report at to the District representative. In the event of a lost key, the Service Provider is to notify

the District immediately. A replacement District key shall be furnished, and the cost shall be deducted from Service Provider's monthly invoice at a rate of \$25.00 per key. Do not make duplicate keys.

2. A daily "Work Sign-in/Sign-out log" shall be provided at all locations. Service Provider's employees shall sign-in and sign-out on each workday.
3. Service Provider shall provide a detailed route and work schedule to include cleaning route by location at the kickoff meeting.
4. Service Provider shall provide for an on-going comprehensive self-inspection program. Service Provider's inspection program shall ensure that janitorial services work complies with the requirements of this scope of services. The District representative may request electronic copies of the Service Provider's inspection reports. The District representative shall schedule as-needed on-site meetings with the Service Provider to review the Service Provider's self-inspection reports and discuss any performance issues.

H. Damages

Service Provider shall repair, replace and/or restore to its original condition any lost, misplaced, or damaged District property caused by the Service Provider's operations, at no additional cost to the District.

I. District Facilities Locations

Service Provider shall provide janitorial services at the following District facilities:

| FACILITY | APPROX. AREA (SF) | SERVICE DAYS/HOURS | HOLIDAY SCHEDULE |
|--|--------------------------|--|--|
| General Services Facility (GS), 1400 Tidelands Avenue, National City | 15,815 | Daily general cleaning, Monday – Friday | District Holidays – except Friday after Thanksgiving, Christmas Eve and New Year's Eve |
| Procurement Services Facility (PRO), 1400 Tidelands Avenue, National City | 6,047 | Daily general cleaning, Monday – Thursday and every other Friday | District Holidays |

| FACILITY | APPROX. AREA (SF) | SERVICE DAYS/HOURS | HOLIDAY SCHEDULE |
|--|----------------------------------|---|--|
| Harbor Police Headquarters (HPHQ) , 3380 N. Harbor Drive, San Diego | 18,375 | Daily cleaning Sunday – Saturday and restrooms twice daily 6:00 – 8:00am then 3:00 – 5:00pm | District Holidays – except Friday after Thanksgiving, Christmas Eve and New Year's Eve |
| Harbor Police Shelter Island & Dive Locker (HPSI) , 1401 Shelter Island Drive, San Diego | 3,923 | Daily general cleaning Sunday – Saturday | District Holidays – except Friday after Thanksgiving, Christmas Eve and New Year's Eve |
| Harbor Police South Bay Station (HPSB) , 850 Marina Way, Chula Vista | 466 | Daily general cleaning Sunday – Saturday | District Holidays – except Friday after Thanksgiving, Christmas Eve and New Year's Eve |
| Tenth Avenue Marine Terminal (TAMT) , 687 Switzer Street, San Diego | 9,982 | Daily general cleaning Sunday – Saturday | District Holidays – except Friday after Thanksgiving, Christmas Eve and New Year's Eve |
| National City Marine Terminal (NCMT) , 1400 W. Bay Marine Dr., National City | 3,100 | Daily general cleaning Sunday – Saturday | District Holidays – except Friday after Thanksgiving, Christmas Eve and New Year's Eve |
| National City Aquatic Center (NCAQ) , 3300 Goesno Pl, National City, CA 91950 | 4,700 | Twice weekly | District Holidays |
| Railcar Plaza (RAIL) 840 Bay Marina Dr., National City, CA 91950 | 2,100 | Quarterly cleaning | District Holidays |

| FACILITY | APPROX. AREA (SF) | SERVICE DAYS/HOURS | HOLIDAY SCHEDULE |
|--|-------------------|--|--|
| Joint Harbor Operations Center (JHOC), 2710 North Harbor Drive, San Diego | 1,064 | Daily cleaning Sunday – Saturday and restrooms twice daily 8:00 – 10:00am then 2:00 – 4:00pm | District Holidays – except Friday after Thanksgiving, Christmas Eve and New Year's Eve |
| Administration Building (ADM), 3165 Pacific Highway, San Diego | 139,707 | Daily cleanings Monday – Thursday and every other Friday, 6:00 – 5:00pm | District Holidays – except Friday after Thanksgiving, Christmas Eve and New Year's Eve |
| Annex Facility (ADX), 3165 Pacific Highway, San Diego | 13,327 | Daily cleanings Monday – Thursday and every other Friday | District Holidays – except Friday after Thanksgiving, Christmas Eve and New Year's Eve |

Area Description and Estimated Measurements are attached as Exhibit D. The quantities and dimensions are estimates only. Any differences between the estimated quantities and those that exist are not grounds for an amendment to this Agreement.

J. Service and Response Time

Service Provider shall provide a single point of contact to respond to service calls. Service Provider's point of contact shall have authority to dispatch staff to meet the following response times:

1. **Holiday and Weekend** – Services may be required on holidays (Exhibit B – District Holidays) or weekends as outlined in Section I, District Facilities Locations, above.
2. **Urgent Service Calls** - When notified by the District representative, Service Provider shall acknowledge urgent service calls within one (1) hour. Service Provider shall provide services onsite within four (4) hours, 24 hours a day, seven (7) days a week, including holidays. Service Provider shall always have an answering service or cell phone available to receive urgent requests. Service Provider shall provide services in accordance with direction received from the District representative.
3. **Potentially Hazardous Material Response** - Service Provider may be required to respond immediately to cleaning potentially hazardous material (i.e. human waste, fecal matter, urine, and/or vomit) on various District properties.

4. **Rework** - District representative shall inspect the quality of work and if required, Service Provider shall correct the work deficiencies at no additional cost to the District. Service Provider shall acknowledge call back within 24 hours after notification of work deficiencies from District representative.

K. District Right to Suspend Services

1. Any Agreement with the District will provide that services are to be performed on an as-needed basis pursuant to a Task Authorization issued by the District. In addition, the District may, at any time and from time to time, suspend, delay, or interrupt all or any part of the services for such period of time as may be determined to be appropriate by the District in its sole discretion without invalidating the provisions of this Agreement. Requests for suspension or reinstatement of authorized services will be issued by the District to Service Provider in writing.
2. Upon receipt of a suspension notice, Service Provider must, unless the notice requires otherwise, (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.
3. District shall not in any way be liable or responsible to Service Provider for any costs, expenses, damages or other liabilities suffered or incurred by the Service Provider as a result of any suspension hereunder unless otherwise agreed by the District in writing.

L. Submittals

1. **Safety Data Sheets (SDS):** Service Provider shall furnish three (3) copies of the SDS for all chemicals used on District properties.
2. **Injury and Illness Prevention Program (IIPP):** Service Provider shall provide one (1) copy of the IIPP that addresses all the actions necessary to establish a safe working environment.
3. **COVID-19 Protocol:** Service Provider shall prepare and submit to the District's representative one (1) copy of their COVID-19 protocol that addresses all the actions necessary to establish a safe working environment while working on District property, at the kickoff meeting. Service Provider shall comply with all County of San Diego COVID-19 protocols and procedures. Protocols shall remain in place until Service Provider is notified by District representative in writing.

4. Service Provider shall submit to the District representative a list of employees that will require a Port badge under this Agreement. Service Provider will update District representative of any changes to this list in a timely manner.

M. Security Background Check and Badging

The District may require Service Provider's personnel to pass a security background check and wear a badge while on District property. Service Provider's personnel who do not initially pass the security check, or who subsequently have their security clearance withdrawn for any reason, shall not service in support of this Agreement.

The District reserves the right to limit the number of employees for security background check and badging. Upon request, Service Provider shall submit to the District representative within a minimum of seventy-two (72) hours a list of employees with security and badging clearance and maintain an updated list. Service Provider shall return all badges of terminated or terminating employees within seventy-two (72) hours of notice.

Service Provider shall comply with all local, state, federal, and District codes, policies and procedures. Service Provider shall abide by all security requirements incidental to the service or made necessary by its operation.

Transportation Workers Identification Credential (TWIC) Each Service Provider's personnel that render or inspect services on secure areas of District facilities must obtain and present a TWIC for entry to secure areas at: Tenth Avenue Marine Terminal, National City Marine Terminal, B Street Pier and Broadway Pier facilities.

An individual must provide biographic and biometric information such as fingerprints, sit for a digital photograph and successfully pass a security threat assessment conducted by the US Department of Homeland Security, Transportation Security Administration.

Service Provider shall pay all fees and costs incurred for and by the security requirements including TWIC. Service Provider shall not be entitled to reimbursement from the District for said fees and costs.

Additional information pertaining to the TWIC requirement is also available in the US Department of Homeland Security, Transportation Security Administration website, www.tsa.gov/twic.

N. Licensing and Certification

Service Provider shall furnish a copy of any license or certification necessary or related to the performance of services under this Agreement.

O. Deductions

For each incident in which Service Provider fails to meet response times, Service Provider agrees to a five percent (5%) deduction to the total invoice for the month in which the response was not met.

The District representative will routinely inspect the Service Provider's work. If an area or task does not meet standards, the District representative will notify the Service Provider. After notification, the Service Provider will have two (2) hours to correct the work and return the area to acceptable standards. If the work is not corrected, the District will deduct from the Service Provider's monthly invoice the dollar amount identified in the Fee Schedule for that work or task.

The District representative is the final authority on the quality of the Service Provider's work.

**ATTACHMENT B
COMPENSATION & INVOICING
San Diego Unified Port District**

1. COMPENSATION

a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as set forth hereunder.

(1) Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted each month for services performed during the preceding month. Task Authorizations shall be on a Fixed Fee and/or Time and Materials basis.

(a) Each invoice for Fixed Fee work shall include:

Date work performed;
Description of the work performed;
Percent of total work being invoiced;
Percent of total work completed;
Direct Costs.

(b) Each invoice for Time and Materials work shall include:

Date work performed;
Description of the work performed;
Hours worked by personnel classification;
Rate per personnel classification;
Total personnel cost by classification; and
Direct Costs.

(2) Services shall be invoiced in accordance with the following **Fee Schedule**:

TERM 1 (12/1/21 – 6/30/22)

1. GENERAL SERVICES (GS)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|----------------------------------|-------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 2,417.69 | X 7 | \$ 16,923.83 |
| B. | Weekly Cleaning Gym/Monthly Rate | \$ 60.44 | X 7 | \$ 423.08 |

2. PROCUREMENT FACILITY (PRO)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|-------------|-----------|-------------|
| A. | Daily Cleaning/Monthly Rate | \$ 1,087.96 | X 7 | \$ 7,615.72 |

TERM 1 (12/1/21 – 6/30/22) (continued)**3. HARBOR POLICE HEADQUARTERS (HPHQ)**

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|----------------------------------|-------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 3,868.30 | X 7 | \$ 27,078.10 |
| B. | Weekly Cleaning Gym/Monthly Rate | \$ 60.44 | X 7 | \$ 423.08 |

4. HARBOR POLICE SHELTER ISLAND (HPSI)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|------------|-----------|-------------|
| A. | Daily Cleaning/Monthly Rate | \$ 846.19 | X 7 | \$ 5,923.33 |

5. HARBOR POLICE SOUTH BAY STATION (HPSB)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|------------|-----------|-------------|
| A. | Daily Cleaning/Monthly Rate | \$ 423.10 | X 7 | \$ 2,961.70 |

6. TENTH AVENUE MARINE TERMINAL (TAMT)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|-------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 3,384.76 | X 7 | \$ 23,693.32 |

7. NATIONAL CITY MARINE TERMINAL (NCMT)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|-------------|-----------|-------------|
| A. | Daily Cleaning/Monthly Rate | \$ 1,148.40 | X 7 | \$ 8,038.80 |

8. NATIONAL CITY AQUATIC CENTER (NCAQ)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|--------------------------------|------------|-----------|-------------|
| A. | Twice Weekly Cleaning/per week | \$ 55.79 | X 32 | \$ 1,785.28 |

9. RAILCAR PLAZA (RAIL)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-------------------------|------------|-----------|-----------|
| A. | Quarterly Rate | \$ 94.85 | X 2 | \$ 189.70 |

10. JOINT HARBOR OPERATION CENTER (JHOC)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|------------|-----------|-------------|
| A. | Daily Cleaning/Monthly Rate | \$ 695.08 | X 7 | \$ 4,865.56 |

TERM 1 (12/1/21 – 6/30/22) (continued)**11. ADMINISTRATION BUILDING (ADM)**

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|---|-------------|-----------|--------------|
| A. | Daily Cleaning - Basement/Monthly Rate | \$ 543.98 | X 7 | \$ 3,807.86 |
| | Daily Cleaning – 1 st Floor/Monthly Rate | \$ 1,767.93 | X 7 | \$ 12,375.51 |
| | Daily Cleaning – 2 nd Floor/Monthly Rate | \$ 1,631.94 | X 7 | \$ 11,423.58 |
| | Daily Cleaning – 3 rd Floor/Monthly Rate | \$ 543.98 | X 7 | \$ 3,807.86 |
| | Daily Cleaning – 4 th Floor/Monthly Rate | \$ 1,631.94 | X 7 | \$ 11,423.58 |
| | Daily Cleaning – 5 th Floor/Monthly Rate | \$ 1,767.93 | X 7 | \$ 12,375.51 |
| | Daily Cleaning – 6 th Floor/Monthly Rate | \$ 1,767.93 | X 7 | \$ 12,375.51 |
| | Daily Cleaning – 7 th Floor/Monthly Rate | \$ 1,767.93 | X 7 | \$ 12,375.51 |
| | Daily Cleaning – 8 th Floor/Monthly Rate | \$ 543.98 | X 7 | \$ 3,807.86 |
| B. | Weekly Cleaning/Monthly Rate | \$ 1,087.96 | X 7 | \$ 7,615.72 |

12. ANNEX FACILITY (ANX)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|-------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 1,631.94 | X 7 | \$ 11,423.58 |

13. TIME AND MATERIAL

| | DESCRIPTION OF SERVICES | HOURLY RATE | FREQUENCY | |
|----|-------------------------|-------------|-----------|--|
| A. | Additional Services | \$ 31.62 | As Needed | |

TERM 2 (7/1/22 – 6/30/23)**1. GENERAL SERVICES (GS)**

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|----------------------------------|-------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 2,466.04 | X 12 | \$ 29,592.48 |
| B. | Weekly Cleaning Gym/Monthly Rate | \$ 61.65 | X 12 | \$ 739.80 |

2. PROCUREMENT FACILITY (PRO)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|-------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 1,109.72 | X 12 | \$ 13,316.64 |

TERM 2 (7/1/22 – 6/30/23) (continued)**3. HARBOR POLICE HEADQUARTERS (HPHQ)**

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|----------------------------------|-------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 3,945.66 | X 12 | \$ 47,347.92 |
| B. | Weekly Cleaning Gym/Monthly Rate | \$ 61.65 | X 12 | \$ 739.80 |

4. HARBOR POLICE SHELTER ISLAND (HPSI)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 863.11 | X 12 | \$ 10,357.32 |

5. HARBOR POLICE SOUTH BAY STATION (HPSB)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|------------|-----------|-------------|
| A. | Daily Cleaning/Monthly Rate | \$ 431.56 | X 12 | \$ 5,178.72 |

6. TENTH AVENUE MARINE TERMINAL (TAMT)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|-------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 3,452.46 | X 12 | \$ 41,429.52 |

7. NATIONAL CITY MARINE TERMINAL (NCMT)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|-------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 1,171.37 | X 12 | \$ 14,056.44 |

8. NATIONAL CITY AQUATIC CENTER (NCAQ)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|---------------------------------|------------|-----------|-------------|
| A. | Twice Weekly Cleaning/ per week | \$ 56.91 | X 52 | \$ 2,959.32 |

9. RAILCAR PLAZA (RAIL)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-------------------------|------------|-----------|-----------|
| A. | Quarterly Rate | \$ 96.74 | X4 | \$ 386.96 |

10. JOINT HARBOR OPERATION CENTER (JHOC)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|------------|-----------|-------------|
| A. | Daily Cleaning/Monthly Rate | \$ 708.99 | X 12 | \$ 8,507.88 |

TERM 2 (7/1/22 – 6/30/23) (continued)**11. ADMINISTRATION BUILDING (ADM)**

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|---|-------------|-----------|--------------|
| A. | Daily Cleaning - Basement/Monthly Rate | \$ 554.86 | X 12 | \$ 6,658.32 |
| | Daily Cleaning – 1 st Floor/Monthly Rate | \$ 1,803.29 | X 12 | \$ 21,639.48 |
| | Daily Cleaning – 2 nd Floor/Monthly Rate | \$ 1,664.58 | X 12 | \$ 19,974.96 |
| | Daily Cleaning – 3 rd Floor/Monthly Rate | \$ 554.86 | X 12 | \$ 6,658.32 |
| | Daily Cleaning – 4 th Floor/Monthly Rate | \$ 1,664.58 | X 12 | \$ 19,974.96 |
| | Daily Cleaning – 5 th Floor/Monthly Rate | \$ 1,803.29 | X 12 | \$ 21,639.48 |
| | Daily Cleaning – 6 th Floor/Monthly Rate | \$ 1,803.29 | X 12 | \$ 21,639.48 |
| | Daily Cleaning – 7 th Floor/Monthly Rate | \$ 1,803.29 | X 12 | \$ 21,639.48 |
| | Daily Cleaning – 8 th Floor/Monthly Rate | \$ 554.86 | X 12 | \$ 6,658.32 |
| B. | Weekly Cleaning/Monthly Rate | \$ 1,109.72 | X 12 | \$ 13,316.64 |

12. ANNEX FACILITY (ANX)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|-------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 1,664.58 | X 12 | \$ 19,974.96 |

13. TIME AND MATERIAL

| | DESCRIPTION OF SERVICES | HOURLY RATE | FREQUENCY | |
|----|-------------------------|-------------|-----------|--|
| A. | Additional Services | \$ 32.25 | As Needed | |

TERM 3 (7/1/23 – 6/30/24)**1. GENERAL SERVICES (GS)**

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|----------------------------------|-------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 2,515.36 | X 12 | \$ 30,184.32 |
| B. | Weekly Cleaning Gym/Monthly Rate | \$ 62.88 | X 12 | \$ 754.56 |

2. PROCUREMENT FACILITY (PRO)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|-------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 1,131.91 | X 12 | \$ 13,582.92 |

TERM 3 (7/1/23 – 6/30/24) (continued)**3. HARBOR POLICE HEADQUARTERS (HPHQ)**

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|----------------------------------|-------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 4,024.58 | X 12 | \$ 48,294.96 |
| B. | Weekly Cleaning Gym/Monthly Rate | \$ 62.88 | X 12 | \$ 754.56 |

4. HARBOR POLICE SHELTER ISLAND (HPSI)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 880.38 | X 12 | \$ 10,564.56 |

5. HARBOR POLICE SOUTH BAY STATION (HPSB)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|------------|-----------|-------------|
| A. | Daily Cleaning/Monthly Rate | \$ 440.19 | X 12 | \$ 5,282.28 |

6. TENTH AVENUE MARINE TERMINAL (TAMT)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|-------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 3,521.51 | X 12 | \$ 42,258.12 |

7. NATIONAL CITY MARINE TERMINAL (NCMT)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|-------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 1,194.80 | X 12 | \$ 14,337.60 |

8. NATIONAL CITY AQUATIC CENTER (NCAQ)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|---------------------------------|------------|-----------|-------------|
| A. | Twice Weekly Cleaning/ per week | \$ 58.05 | X 52 | \$ 3,018.60 |

9. RAILCAR PLAZA (RAIL)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-------------------------|------------|-----------|-----------|
| A. | Quarterly Rate | \$ 98.68 | X 4 | \$ 394.72 |

10. JOINT HARBOR OPERATION CENTER (JHOC)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|------------|-----------|-------------|
| A. | Daily Cleaning/Monthly Rate | \$ 723.17 | X 12 | \$ 8,678.04 |

TERM 3 (7/1/23 – 6/30/24) (continued)**11. ADMINISTRATION BUILDING (ADM)**

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|---|-------------|-----------|--------------|
| A. | Daily Cleaning - Basement/Monthly Rate | \$ 565.96 | X 12 | \$ 6,791.52 |
| | Daily Cleaning – 1 st Floor/Monthly Rate | \$ 1,839.36 | X 12 | \$ 22,072.32 |
| | Daily Cleaning – 2 nd Floor/Monthly Rate | \$ 1,697.87 | X 12 | \$ 20,374.44 |
| | Daily Cleaning – 3 rd Floor/Monthly Rate | \$ 565.96 | X 12 | \$ 6,791.52 |
| | Daily Cleaning – 4 th Floor/Monthly Rate | \$ 1,697.87 | X 12 | \$ 20,374.44 |
| | Daily Cleaning – 5 th Floor/Monthly Rate | \$ 1,839.36 | X 12 | \$ 22,072.32 |
| | Daily Cleaning – 6 th Floor/Monthly Rate | \$ 1,839.36 | X 12 | \$ 22,072.32 |
| | Daily Cleaning – 7 th Floor/Monthly Rate | \$ 1,839.36 | X 12 | \$ 22,072.32 |
| | Daily Cleaning – 8 th Floor/Monthly Rate | \$ 565.96 | X 12 | \$ 6,791.52 |
| B. | Weekly Cleaning/Monthly Rate | \$ 1,131.91 | X 12 | \$ 13,582.92 |

12. ANNEX FACILITY (ANX)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|-------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 1,697.87 | X 12 | \$ 20,374.44 |

13. TIME AND MATERIAL

| | DESCRIPTION OF SERVICES | HOURLY RATE | FREQUENCY | |
|----|-------------------------|-------------|-----------|--|
| A. | Additional Services | \$ 32.89 | As Needed | |

TERM 4 (7/1/24 – 6/30/25)**1. GENERAL SERVICES (GS)**

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|----------------------------------|-------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 2,565.67 | X 12 | \$ 30,788.04 |
| B. | Weekly Cleaning Gym/Monthly Rate | \$ 64.14 | X 12 | \$ 769.68 |

2. PROCUREMENT FACILITY (PRO)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|-------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 1,154.55 | X 12 | \$ 13,854.60 |

TERM 4 (7/1/24 – 6/30/25) (continued)**3. HARBOR POLICE HEADQUARTERS (HPHQ)**

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|----------------------------------|-------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 4,105.07 | X 12 | \$ 49,260.84 |
| B. | Weekly Cleaning Gym/Monthly Rate | \$ 64.14 | X 12 | \$ 769.68 |

4. HARBOR POLICE SHELTER ISLAND (HPSI)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 897.98 | X 12 | \$ 10,775.76 |

5. HARBOR POLICE SOUTH BAY STATION (HPSB)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|------------|-----------|-------------|
| A. | Daily Cleaning/Monthly Rate | \$ 448.99 | X 12 | \$ 5,387.88 |

6. TENTH AVENUE MARINE TERMINAL (TAMT)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|-------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 3,591.94 | X 12 | \$ 43,103.28 |

7. NATIONAL CITY MARINE TERMINAL (NCMT)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|-------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 1,218.69 | X 12 | \$ 14,624.28 |

8. NATIONAL CITY AQUATIC CENTER (NCAQ)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|---------------------------------|------------|-----------|-------------|
| A. | Twice Weekly Cleaning/ per week | \$ 59.21 | X 52 | \$ 3,078.92 |

9. RAILCAR PLAZA (RAIL)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-------------------------|------------|-----------|-----------|
| A. | Quarterly Rate | \$ 100.65 | X 4 | \$ 402.60 |

10. JOINT HARBOR OPERATION CENTER (JHOC)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|------------|-----------|-------------|
| A. | Daily Cleaning/Monthly Rate | \$ 737.63 | X 12 | \$ 8,851.56 |

TERM 4 (7/1/24 – 6/30/25) (continued)**11. ADMINISTRATION BUILDING (ADM)**

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|---|-------------|-----------|--------------|
| A. | Daily Cleaning - Basement/Monthly Rate | \$ 577.28 | X 12 | \$ 6,927.36 |
| | Daily Cleaning – 1 st Floor/Monthly Rate | \$ 1,876.14 | X 12 | \$ 22,513.68 |
| | Daily Cleaning – 2 nd Floor/Monthly Rate | \$ 1,731.83 | X 12 | \$ 20,781.96 |
| | Daily Cleaning – 3 rd Floor/Monthly Rate | \$ 577.28 | X 12 | \$ 6,927.36 |
| | Daily Cleaning – 4 th Floor/Monthly Rate | \$ 1,731.83 | X 12 | \$ 20,781.96 |
| | Daily Cleaning – 5 th Floor/Monthly Rate | \$ 1,876.14 | X 12 | \$ 22,513.68 |
| | Daily Cleaning – 6 th Floor/Monthly Rate | \$ 1,876.14 | X 12 | \$ 22,513.68 |
| | Daily Cleaning – 7 th Floor/Monthly Rate | \$ 1,876.14 | X 12 | \$ 22,513.68 |
| | Daily Cleaning – 8 th Floor/Monthly Rate | \$ 577.28 | X 12 | \$ 6,927.36 |
| B. | Weekly Cleaning/Monthly Rate | \$ 1,154.55 | X 12 | \$ 13,854.60 |

12. ANNEX FACILITY (ANX)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|-------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 1,731.83 | X 12 | \$ 20,781.96 |

13. TIME AND MATERIAL

| | DESCRIPTION OF SERVICES | HOURLY RATE | FREQUENCY | |
|----|-------------------------|-------------|-----------|--|
| A. | Additional Services | \$ 33.55 | As Needed | |

TERM 5 (7/1/25 – 6/30/26)**1. GENERAL SERVICES (GS)**

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|----------------------------------|-------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 2,616.98 | X 12 | \$ 31,403.76 |
| B. | Weekly Cleaning Gym/Monthly Rate | \$ 65.42 | X 12 | \$ 785.04 |

2. PROCUREMENT FACILITY (PRO)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|-------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 1,177.64 | X 12 | \$ 14,131.68 |

TERM 5 (7/1/25 – 6/30/26) (continued)**3. HARBOR POLICE HEADQUARTERS (HPHQ)**

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|----------------------------------|-------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 4,187.17 | X 12 | \$ 50,246.04 |
| B. | Weekly Cleaning Gym/Monthly Rate | \$ 65.42 | X 12 | \$ 785.04 |

4. HARBOR POLICE SHELTER ISLAND (HPSI)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 915.94 | X 12 | \$ 10,991.28 |

5. HARBOR POLICE SOUTH BAY STATION (HPSB)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|------------|-----------|-------------|
| A. | Daily Cleaning/Monthly Rate | \$ 457.97 | X 12 | \$ 5,495.64 |

6. TENTH AVENUE MARINE TERMINAL (TAMT)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|-------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 3,663.77 | X 12 | \$ 43,965.24 |

7. NATIONAL CITY MARINE TERMINAL (NCMT)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|-------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 1,243.07 | X 12 | \$ 14,916.84 |

8. NATIONAL CITY AQUATIC CENTER (NCAQ)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|---------------------------------|------------|-----------|-------------|
| A. | Twice Weekly Cleaning/ per week | \$ 60.39 | X 52 | \$ 3,140.28 |

9. RAILCAR PLAZA (RAIL)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-------------------------|------------|-----------|-----------|
| A. | Quarterly Rate | \$ 102.67 | X 4 | \$ 410.68 |

10. JOINT HARBOR OPERATION CENTER (JHOC)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|------------|-----------|-------------|
| A. | Daily Cleaning/Monthly Rate | \$ 752.38 | X 12 | \$ 9,028.56 |

TERM 5 (7/1/25 – 6/30/26) (continued)**11. ADMINISTRATION BUILDING (ADM)**

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|---|-------------|-----------|--------------|
| A. | Daily Cleaning - Basement/Monthly Rate | \$ 588.82 | X 12 | \$ 7,065.84 |
| | Daily Cleaning – 1 st Floor/Monthly Rate | \$ 1,913.67 | X 12 | \$ 22,964.04 |
| | Daily Cleaning – 2 nd Floor/Monthly Rate | \$ 1,766.46 | X 12 | \$ 21,197.52 |
| | Daily Cleaning – 3 rd Floor/Monthly Rate | \$ 588.82 | X 12 | \$ 7,065.84 |
| | Daily Cleaning – 4 th Floor/Monthly Rate | \$ 1,766.46 | X 12 | \$ 21,197.52 |
| | Daily Cleaning – 5 th Floor/Monthly Rate | \$ 1,913.67 | X 12 | \$ 22,964.04 |
| | Daily Cleaning – 6 th Floor/Monthly Rate | \$ 1,913.67 | X 12 | \$ 22,964.04 |
| | Daily Cleaning – 7 th Floor/Monthly Rate | \$ 1,913.67 | X 12 | \$ 22,964.04 |
| | Daily Cleaning – 8 th Floor/Monthly Rate | \$ 588.82 | X 12 | \$ 7,065.84 |
| B. | Weekly Cleaning/Monthly Rate | \$ 1,177.64 | X 12 | \$ 14,131.68 |

12. ANNEX FACILITY (ANX)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|-------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 1,766.46 | X 12 | \$ 21,197.52 |

13. TIME AND MATERIAL

| | DESCRIPTION OF SERVICES | HOURLY RATE | FREQUENCY | |
|----|-------------------------|-------------|-----------|--|
| A. | Additional Services | \$ 34.22 | As Needed | |

TERM 6 (7/1/26 – 6/30/27)**1. GENERAL SERVICES (GS)**

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|----------------------------------|-------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 2,669.32 | X 12 | \$ 32,031.84 |
| B. | Weekly Cleaning Gym/Monthly Rate | \$ 66.73 | X 12 | \$ 800.76 |

2. PROCUREMENT FACILITY (PRO)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|-------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 1,201.19 | X 12 | \$ 14,414.28 |

TERM 6 (7/1/26 – 6/30/27) (continued)**3. HARBOR POLICE HEADQUARTERS (HPHQ)**

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|----------------------------------|-------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 4,270.91 | X 12 | \$ 51,250.92 |
| B. | Weekly Cleaning Gym/Monthly Rate | \$ 66.73 | X 12 | \$ 800.76 |

4. HARBOR POLICE SHELTER ISLAND (HPSI)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 934.26 | X 12 | \$ 11,211.12 |

5. HARBOR POLICE SOUTH BAY STATION (HPSB)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|------------|-----------|-------------|
| A. | Daily Cleaning/Monthly Rate | \$ 467.13 | X 12 | \$ 5,605.56 |

6. TENTH AVENUE MARINE TERMINAL (TAMT)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|-------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 3,737.05 | X 12 | \$ 44,844.60 |

7. NATIONAL CITY MARINE TERMINAL (NCMT)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|-------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 1,267.93 | X 12 | \$ 15,215.16 |

8. NATIONAL CITY AQUATIC CENTER (NCAQ)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|---------------------------------|------------|-----------|-------------|
| A. | Twice Weekly Cleaning/ per week | \$ 61.60 | X 52 | \$ 3,203.20 |

9. RAILCAR PLAZA (RAIL)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-------------------------|------------|-----------|-----------|
| A. | Quarterly Rate | \$ 104.72 | X 4 | \$ 418.88 |

10. JOINT HARBOR OPERATION CENTER (JHOC)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|------------|-----------|-------------|
| A. | Daily Cleaning/Monthly Rate | \$ 767.43 | X 12 | \$ 9,209.16 |

TERM 6 (7/1/26 – 6/30/27) (continued)**11. ADMINISTRATION BUILDING (ADM)**

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|---|-------------|-----------|--------------|
| A. | Daily Cleaning - Basement/Monthly Rate | \$ 600.60 | X 12 | \$ 7,207.20 |
| | Daily Cleaning – 1 st Floor/Monthly Rate | \$ 1,951.94 | X 12 | \$ 23,423.28 |
| | Daily Cleaning – 2 nd Floor/Monthly Rate | \$ 1,801.79 | X 12 | \$ 21,621.48 |
| | Daily Cleaning – 3 rd Floor/Monthly Rate | \$ 600.60 | X 12 | \$ 7,207.20 |
| | Daily Cleaning – 4 th Floor/Monthly Rate | \$ 1,801.79 | X 12 | \$ 21,621.48 |
| | Daily Cleaning – 5 th Floor/Monthly Rate | \$ 1,951.94 | X 12 | \$ 23,423.28 |
| | Daily Cleaning – 6 th Floor/Monthly Rate | \$ 1,951.94 | X 12 | \$ 23,423.28 |
| | Daily Cleaning – 7 th Floor/Monthly Rate | \$ 1,951.94 | X 12 | \$ 23,423.28 |
| | Daily Cleaning – 8 th Floor/Monthly Rate | \$ 600.60 | X 12 | \$ 7,207.20 |
| B. | Weekly Cleaning/Monthly Rate | \$ 1,201.19 | X 12 | \$ 14,414.28 |

12. ANNEX FACILITY (ANX)

| | DESCRIPTION OF SERVICES | UNIT PRICE | FREQUENCY | TOTAL |
|----|-----------------------------|-------------|-----------|--------------|
| A. | Daily Cleaning/Monthly Rate | \$ 1,801.79 | X 12 | \$ 21,621.48 |

13. TIME AND MATERIAL

| | DESCRIPTION OF SERVICES | HOURLY RATE | FREQUENCY | |
|----|-------------------------|-------------|-----------|--|
| A. | Additional Services | \$ 34.91 | As Needed | |

- (a) Scheduled services may be adjusted to as needed services based on current conditions. Totals are estimates only.
- (b) The following shall be considered part of the fully burdened hourly rates stated in this Agreement: vehicle expenses, parking, tolls, film, postage, facsimiles, computer usage, printing, normal copying and document reproduction, blue print services, travel, telecommunications, photography, and all other costs and expenses incurred in completing such services.
- (c) Additional fixed fees, classifications, and fully burdened hourly rates not listed in the Fee Schedule above may be authorized via Task Authorization with the approval of the District's Project Manager.

(3) **Reimbursable Expenses**

| | |
|----------------------------|------------------------|
| Sub-Service Provider Costs | 0% mark-up |
| Direct Costs | At Cost (zero mark-up) |

Note: Reimbursement for direct costs in excess of \$50.00 shall require the advance written approval by District's Project Manager. All other project related direct costs shall require appropriate documentation for reimbursement.

2. **INVOICING**

a. **Payment Documentation.** As a prerequisite to payment for services, Service Provider shall invoice District for services performed and for reimbursable expenses authorized by this Agreement, accompanied by such records, receipts and forms as required.

b. Service Provider shall include the following information on each invoice submitted for payment by District, in addition to the information required in Section I, above:

- (1) Agreement No. 119-2021MA
- (2) The Task Authorization(s) (TA) number(s) being charged.
- (3) The following certification phrase, with printed name, title and signature of Service Provider's project manager or designated representative:

"I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. _____, and that payment has not been received."

- (4) Dates of service provided
- (5) Date of invoice
- (6) A unique invoice number

c. District shall, at its discretion, return to Service Provider, without payment, any invoice which has been submitted without the above information and certification phrase.

d. **Billing and Tracking**

Billing and tracking is thru electronic method. Invoices shall be emailed to GS_Invoices@portofsandiego.org. Invoice shall be submitted within five (5) business days for monthly service fees and within seven (7) days of the completion for work performed under a Task Authorization.

All invoice error issues must be resolved within one billing cycle. Charges that are brought to District's attention after thirty (30) days may be denied at no risk to the District. No additional fuel surcharges or administration fees will be allowed, and the entire invoice will be returned until corrected. Revised invoices are to be resubmitted with new invoice date.

- e. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by Service Provider for the Services. Any overpayment discovered in such an audit may be charged against the Service Provider's future invoices and any retention funds.
- f. Service Provider shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to Service Provider within thirty (30) days after receipt by District of a proper invoice.

EXHIBIT A
TASK AUTHORIZATION FORM
San Diego Unified Port District



(DEPARTMENT NAME)

San Diego Unified Port District

P.O. Box 120488

San Diego, CA 92112-0488

(619) 686-____

Fax (619) 725-____

TASK AUTHORIZATION NO. _

(Date)

(Name)

(Title)

(Name of Company)

(Address)

(City, State, Zip)

Email:

Subject: Task Authorization for Agreement No. _ - 20_
 (Agreement Title)

You are authorized to proceed with the work described in this correspondence, in an amount not to exceed \$ _____. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #_** on invoice(s) for this Task.

TASK DESCRIPTION

| | | | | | |
|----|---------------------------|----|----|-------------------------|--|
| 1. | Requestor: | | 4. | WBS or IO/ Cost Center: | |
| 2. | Date of Request: | | 5. | Task Start Date: | |
| 3. | Task Budget: | \$ | 6. | Task End Date: | |
| | | | | | |
| 7. | Task Title: | | | | |
| 8. | Scope of Services. | | | | |

9. Contractor Staffing (If applicable)

| Name | Classification | Hours |
|------|-------------------------------------|-------|
| | Staff as needed per Agreement rates | |
| | | |

10. List of Sub-Contractors (If applicable)

| |
|-----|
| N/A |
| |

11. Please acknowledge acceptance of this Task Authorization by signing below and returning via mail to _____, Contracts Administrator, at the address above.

APPROVALS**Service Provider:**

Signature: _____

Name: _____

Title: _____

Firm: _____

Date: _____

Project Manager:

Signature: _____

Name: _____

Title: Project Manager

Date: _____

Manager:

Signature: _____

Name: _____

Title: Manager

Date: _____

Director/Chief Engineer:

Signature: _____

Name: _____

Title: Director/Chief Engineer

Date: _____

EXHIBIT B DISTRICT HOLIDAYS

FEDERAL HOLIDAYS

| | |
|-----------|----------------------------|
| January | New Year's Day |
| January | Martin Luther King Jr. Day |
| February | President's Day |
| May | Memorial Day |
| June | Juneteenth |
| July | Independence Day |
| September | Labor Day |
| October | Columbus Day |
| November | Veterans Day |
| November | Thanksgiving Day |
| December | Christmas Day |

DISTRICT HOLIDAYS

| | |
|-----------|----------------------------|
| January | New Year's Day |
| January | Martin Luther King Jr. Day |
| February | President's Day |
| March | Cesar Chavez Day |
| May | Memorial Day |
| June | Juneteenth |
| July | Independence Day |
| September | Labor Day |
| November | Veterans Day |
| November | Thanksgiving Day |
| November | Friday After Thanksgiving |
| December | Christmas Eve |
| December | Christmas Day |
| December | New Year's Eve |

EXHIBIT C

SPORTS IMPACT MAINTENANCE GUIDELINES

A. Regular Wash (Minimum Once Weekly)

- Always post wet floor signs, caution tape or barricade an area before performing wet maintenance.
- Always refer to the Manufacturer's Material Safety Data Sheets (MSDS) for proper personal protective equipment before working with chemicals.
- For this exercise you will need: a vacuum or broom/dust mop, an auto scrubber (300 rpm maximum equipped with a red pad) and Taski Profi neutral cleaner/degreaser.
- Begin by thoroughly vacuuming or sweeping the Sport Impact surface.
- Prepare the auto scrubber and mix the appropriate ratio of the suggested cleaner. Normally recommended 2-3 oz. of Profi to 1 gallon of water for regular washes. Depending on how soiled the area is, you may choose to increase the concentration of the cleaner to 5-10 oz. of Profi to 1 gallon of water when working with a particularly challenging area.

NOTE: It is recommended to test your selected dilution rate on a small area of the flooring surface in order to measure its efficiency. If it is not producing desired results, then slightly adjust your mixing ratio according to your needs.

- Apply product on surface following Manufacturer's instructions and allow solution to stand for 5-10 minutes (do not let surface dry out). Rubber has a tendency to be "grabby" and assuring a wet surface will allow the scrubber to thoroughly and easily move across to clean the surface. Scrub surface in multiple directions and vacuum soiled water.
- Rinse the surface thoroughly with clean fresh water. Repeat rinsing as required to remove all residues

NOTE: Insufficient rinsing of the floor surface after it has been washed can lead to the accumulation of soap residue. This can leave white streaks/marks on the surface of your floor and negatively affect the aesthetics of your flooring.

- Allow the flooring to thoroughly dry before using the surface.

B. Restorative Wash (Deep Cleaning Once Every 2-3 years)

- Always post wet floor signs, caution tape or barricade an area before performing wet maintenance.
- Always refer to the Manufacturer's Material Safety Data Sheets (MSDS) for proper personal protective equipment before working with chemicals.
- For this exercise you will need: a vacuum or broom/dust mop, an auto scrubber (300 rpm maximum equipped with a green or blue pad) and Taski Linostrip (stripper).
- Begin by thoroughly vacuuming or sweeping the Sport Impact surface.

- Prepare the auto scrubber and mix the appropriate ratio of the suggested cleaner. Depending on how much build-up you have, mix 1 part Taski LinoStrip to 6 parts cool water or 1 part Taski LinoStrip to 4 parts cool water.

NOTE: It is recommended to test your selected dilution rate on a small area of the flooring surface in order to measure its efficiency. If it is not producing desired results, then slightly adjust your mixing ratio according to your needs.

- Apply product on surface following Manufacturer's instructions and allow solution to stand for 7-10 minutes (do not let surface dry out before scrubbing). Rubber has a tendency to be "grabby" and assuring a wet surface will allow the scrubber to thoroughly and easily move across to clean the surface. Scrub surface in multiple direction and vacuum soiled water.
- Rinse the surface thoroughly with clean fresh water. Repeat rinsing as required to remove all residues.

NOTE: Insufficient rinsing of the floor surface after it has been washed can lead to the accumulation of soap residue. This can leave white streaks/marks on the surface of your floor and negatively affect the aesthetics of your flooring.

- Allow the flooring to thoroughly dry before using the surface.

C. Suggested Cleaners

- Profi (by Taski)
- GP Forward
- J-Works Low Foaming Neutral Cleaner 525
- Heavy Duty Cleaner 555
- J-Shop Low Foam
- Stride Citrus Neutral Cleaner

D. Cleaning Equipment

- If your facility does not have access to an auto scrubber, or if you find it difficult to maneuver around equipment in workout areas, you may wash your Sport Impact surface with aid of a mop and bucket and mimic the scrubbing action of an auto scrubber with a deck brush equipped with soft nylon bristles.

NOTE: DO NOT allow for water to pool under equipment that could allow for the formation of rust stains onto the Sport Impact surface. RUST will permanently stain your rubber surface.

EXHIBIT D AREA DESCRIPTIONS AND ESTIMATED MEASUREMENTS

ADMINISTRATION BUILDING - 3165 PACIFIC HIGHWAY, SAN DIEGO, CA 92101

| Description of Area/Room Number | Quantity | Unit of Measure | Unit Type | Area Type |
|---------------------------------|--------------|-----------------|------------------------------|----------------|
| Basement Floor Plan | | | | |
| Elevator Lobby | 143 | SF | Concrete | Lobby |
| Hall | 1,424 | SF | Concrete | Hall |
| Room #B04 | 568 | SF | Concrete | Office |
| Room #B05 (Women's Restroom) | 218 | SF | Ceramic/Terrazzo | Restroom |
| Room #B08 (Men's Restroom) | 327 | SF | Ceramic/Terrazzo | Restroom |
| Room #B09 | 53 | SF | Concrete | Janitor Closet |
| Room #B11 | 568 | SF | Concrete | Office |
| Room #B15 | 890 | SF | Concrete | Office |
| Room #B17 | 313 | SF | Concrete | Office |
| Room #B18 | 174 | SF | Concrete | Office |
| Room #B19 | 403 | SF | Concrete | Office |
| Stair #B | 135 | SF | Concrete/ Resilient Floor | |
| TOTAL AREA | 5,216 | SF | | |

ADMINISTRATION BUILDING - CONTINUED

| Description of Area/Room Number | Quantity | Unit of Measure | Unit Type | Area Type |
|---------------------------------|----------|-----------------|------------------|----------------|
| First Floor Plan | | | | |
| Elevator Lobby | 906 | SF | Laminate Floor | Lobby |
| Lobby (Front) | 1,281 | SF | Laminate Floor | Lobby |
| Corridors | 688 | SF | Laminate Floor | Corridors |
| Lobby (Rear) | 735 | SF | Laminate Floor | Lobby |
| Room #106 (Women's Restroom) | 709 | SF | Ceramic/Terrazzo | Restroom |
| Room #108 | 67 | SF | Resilient Floor | Janitor Closet |
| Room #110 (Men's Restroom) | 555 | SF | Ceramic/Terrazzo | Restroom |
| Corridors (Annex) | 481 | SF | Laminate Floor | Corridors |
| Room #150 | 410 | SF | Carpet | Open Office |
| Hallway | 66 | SF | Laminate Floor | Hallway-1 |
| Room #151 | 100 | SF | Carpet | Office |
| Room #152 | 120 | SF | Carpet | Office |
| Room #153 | 115 | SF | Carpet | Office |
| Room #154 | 95 | SF | Carpet | Office |
| Room #160 | 1,273 | SF | Carpet | Training |
| Room #162 (Women's Restroom) | 180 | SF | Ceramic | Restroom |
| Room #161 (Men's Restroom) | 120 | SF | Ceramic | Restroom |
| Hallway | 66 | SF | Laminate Floor | Hallway-2 |

| | | | | |
|------------------------------|---------------|-----------|--------------------------|----------------------------------|
| Room #176 | 485 | SF | Carpet | VIP Conference Room |
| Room #175 | 398 | SF | Carpet | Conference Room #5 |
| Room #174 | 415 | SF | Carpet | Conference Room #4 |
| Room #173 | 414 | SF | Carpet | Conference Room #3 |
| Room #172 | 477 | SF | Carpet | Conference Room #2 |
| Room #171 | 438 | SF | Carpet | Conference Room #1 |
| Hallway | 136 | SF | Laminate Floor | Hallway-3 |
| Vestibule | 235 | SF | Concrete | Main Entry |
| Room #121 | 328 | SF | Carpet | Conference Room |
| Room #123 | 825 | SF | Carpet | Open Office |
| Room #122 | 126 | SF | Carpet | Office |
| Room #126 | 144 | SF | Carpet | Office |
| Room #128 | 141 | SF | Carpet | Office |
| Hallway | 77 | SF | Laminate Floor | Hallway-5 |
| Room #124 | 274 | SF | Carpet | Office |
| Room #125 | 271 | SF | Carpet | Office |
| Room #130 | 100 | SF | Vinyl | Counter Mail Room |
| Room #132 | 390 | SF | Vinyl | Print Shop |
| Room #131 | 1,140 | SF | Vinyl | Mail Room |
| Room #141 | 123 | SF | Carpet | Media |
| Hallway | 88 | SF | Carpet | Hallway-5 |
| Commissioners Space | 422 | SF | Carpet | Commissioners |
| Room #140 | 1,768 | SF | Carpet | Board Room |
| Room #144 | 289 | SF | Carpet | Commissioners Offices |
| Room #145 | 137 | SF | Carpet | Commissioner Office (Chair) |
| ELUM Offices | 905 | SF | Carpet | Offices, hallway and common area |
| Room #146 (Men's Restroom) | 99 | SF | Ceramic | Restroom |
| Room #147 (Women's Restroom) | 87 | SF | Ceramic | Restroom |
| Room #148 | 16 | SF | Carpet | Closet |
| Hallway | 257 | SF | Laminate Floor | Hallway-6 |
| Stair #1 | | SF | Concrete/Resilient Floor | Stairs |
| TOTAL AREA | 18,972 | SF | | |

ADMINISTRATION BUILDING - CONTINUED

| Description of Area/Room Number | Quantity | Unit of Measure | Unit Type | Area Type |
|---------------------------------|----------|-----------------|------------------|-----------------|
| Second Floor Plan | | | | |
| Elevator Lobby | 345 | SF | Carpet | Lobby |
| Corridors | 355 | SF | Carpet | Corridors |
| Corridors | 425 | SF | Carpet | Corridors |
| Lunchroom | 856 | SF | Epoxy | Coast Café |
| Lobby (Rear) | 508 | SF | Carpet/Epoxy | Lobby |
| Room #206 (Women's Restroom) | 206 | SF | Ceramic/Terrazzo | Restroom |
| Room #208 | 67 | SF | Concrete | Janitor Closet |
| Room #210 (Men's Restroom) | 242 | SF | Terrazzo | Restroom |
| Hallway | 68 | SF | Carpet | Hallway-1 |
| Room #214 (Men's Restroom) | 46 | SF | Ceramic | Restroom |
| Room #215 (Women's Restroom) | 48 | SF | Ceramic | Restroom |
| Room #216 | 116 | SF | Carpet | Office |
| Room #217 | 224 | SF | Carpet | Office |
| Room #218 | 129 | SF | Carpet | Kitchen |
| Room #219 | 121 | SF | Carpet | Office |
| Room #220 | 128 | SF | Carpet | Office |
| Room #221 | 127 | SF | Carpet | Office |
| Room #222 | 146 | SF | Carpet | Office |
| Room #223 | 149 | SF | Carpet | Office |
| Room #224 | 842 | SF | Carpet | Open Office |
| Room #225 | 348 | SF | Carpet | Conference Room |
| Room #226 | 165 | SF | Carpet | Office |
| Room #227 | 121 | SF | Carpet | Office |
| Room #228 | 96 | SF | Carpet | Office |
| Room #229 | 165 | SF | Carpet | Office |
| Room #230 | 177 | SF | Carpet | Office |
| Room #231 | 283 | SF | Carpet | Office |
| Room #232 | 139 | SF | Carpet | Office |
| Room #233 | 139 | SF | Carpet | Office |
| Room #234 | 132 | SF | Carpet | Office |
| Room #235 | 145 | SF | Carpet | Office |
| Room #236 | 128 | SF | Carpet | Office |
| Room #237 | 195 | SF | Carpet | Office |
| Room #238 | 190 | SF | Carpet | Office |
| Room #240 | 176 | SF | Carpet | Office |
| Room #241 | 934 | SF | Carpet | Open Office |
| Room #242 | 241 | SF | Carpet | Counter |
| Room #243 | 1,111 | SF | Carpet | IT Computer Lab |
| Room #244 | 216 | SF | Carpet | Office |
| Room #245 | 115 | SF | Carpet | Office |

| | | | | |
|-------------------|---------------|-----------|---------------------------|-------------------|
| Room #246 | 200 | SF | Carpet | Office |
| Room #248 | 276 | SF | Carpet | Office |
| Room #249 | 261 | SF | Carpet | Office |
| Room #250 | 216 | SF | Carpet | Office |
| Room #251 | 875 | SF | Carpet | Open Office |
| Room #252 | 238 | SF | Carpet | Office |
| Room #253 | 370 | SF | Carpet | Office |
| Room #254 | 241 | SF | Carpet | Office |
| Room #255 | 205 | SF | Carpet | Office |
| Room #256 | 382 | SF | Carpet | Office |
| Room #257 | 169 | SF | Carpet | Office |
| Room #258 | 165 | SF | Carpet | Office |
| Room #259 | 237 | SF | Carpet | Office |
| Room #260 | 475 | SF | Carpet | Conference Room A |
| Room #261 | 441 | SF | Carpet | Conference Room B |
| Room #262 | 140 | SF | Carpet | Office |
| Room #263 | 142 | SF | Carpet | Office |
| Room #264 | 177 | SF | Carpet | Office |
| Room #265 | 254 | SF | Carpet | Office |
| Room #266 | 308 | SF | Carpet | Office |
| Room #267 | 44 | SF | Carpet | Office |
| Stair #2 | | | Concrete/Resilient Floors | Stairs |
| TOTAL AREA | 16,180 | SF | | |

ADMINISTRATION BUILDING - CONTINUED

| Description of Area/Room Number | Quantity | Unit of Measure | Unit Type | Area Type |
|---------------------------------|---------------|-----------------|--------------------------|----------------|
| Third Floor Plan (Gym) | | | | |
| Elevator Lobby | 143 | SF | Concrete | Lobby |
| GYM | 7109 | SF | Concrete | GYM Area |
| Room #300 (Women's Restroom) | 718 | SF | Ceramic | Locker Room |
| Room #301 (Men's Restroom) | 795 | SF | Ceramic | Locker Room |
| Room #302 | 53 | SF | Concrete | Janitor Closet |
| Elevator Lobby | 324 | SF | Concrete | Lobby |
| Corridor | 253 | SF | Concrete | Corridor |
| Corridor | 479 | SF | Concrete | Corridor |
| Corridor | 273 | SF | Concrete | Corridor |
| Corridor | 280 | SF | Concrete | Corridor |
| Stair #3 | | SF | Concrete/Resilient Floor | Stairs |
| TOTAL AREA | 10,427 | SF | | |

ADMINISTRATION BUILDING - CONTINUED

| Description of Area/Room Number | Quantity | Unit of Measure | Unit Type | Area Type |
|------------------------------------|--------------|-----------------|--------------------------|-----------|
| Fourth Floor Plan (Storage) | | | | |
| Elevator Lobby | 324 | SF | Concrete | Lobby |
| Corridor | 253 | SF | Concrete | Corridor |
| Corridor | 479 | SF | Concrete | Corridor |
| Corridor | 273 | SF | Concrete | Corridor |
| Corridor | 280 | SF | Concrete | Corridor |
| Stair #4 | | SF | Concrete/Resilient Floor | Stairs |
| TOTAL AREA | 1,609 | SF | | |

ADMINISTRATION BUILDING - CONTINUED

| Description of Area/Room Number | Quantity | Unit of Measure | Unit Type | Area Type |
|---------------------------------|----------|-----------------|-----------|----------------|
| Fifth Floor Plan | | | | |
| Elevator Lobby | 324 | SF | Carpet | Lobby |
| Corridors | 253 | SF | Carpet | Corridors |
| Corridors | 479 | SF | Carpet | Corridors |
| Corridors | 273 | SF | Carpet | Corridors |
| Corridors | 280 | SF | Carpet | Corridors |
| Room #506 (Women's Restroom) | 267 | SF | Ceramic | Restroom |
| Room #508 | 42 | SF | Concrete | Janitor Closet |
| Room #510 (Men's Restroom) | 189 | SF | Ceramic | Restroom |
| Vestibule | 37 | SF | Concrete | Vestibule |
| Room #515 | 108 | SF | Ceramic | Office |
| Room #516 | 118 | SF | Carpet | Office |
| Room #517 | 123 | SF | Carpet | Office |
| Room #518 | 129 | SF | Carpet | Office |
| Room #519 | 134 | SF | Carpet | Office |
| Room #520 | 129 | SF | Carpet | Office |
| Room #521 | 136 | SF | Carpet | Office |
| Room #522 | 148 | SF | Carpet | Office |
| Room #523 | 172 | SF | Carpet | Office |
| Room #524A | 138 | SF | Carpet | Office |
| Room #524B | 288 | SF | Carpet | Office |
| Room #525 | 149 | SF | Carpet | Office |
| Room #526 | 141 | SF | Carpet | Office |
| Room #527 | 172 | SF | Carpet | Office |
| Room #528 | 159 | SF | Carpet | Office |
| Room #529 | 144 | SF | Carpet | Office |
| Room #530 | 149 | SF | Carpet | Office |
| Room #531 | 146 | SF | Carpet | Office |
| Room #532 | 151 | SF | Carpet | Office |

| | | | | |
|-------------------|---------------|-----------|--------------------------|-------------|
| Room #533 | 263 | SF | Carpet | Office |
| Room #534 | 144 | SF | Carpet | Office |
| Room #535 | 146 | SF | Carpet | Office |
| Room #536 | 157 | SF | Carpet | Office |
| Hallway | 64 | SF | Carpet | Hallway |
| Room #538 | 2,964 | SF | Carpet | Open Office |
| Room #539 | 362 | SF | Carpet | Open Office |
| Room #540 | 160 | SF | Carpet | Office |
| Room #541 | 225 | SF | Carpet | Office |
| Hallway | 122 | SF | Carpet | Hallway |
| Room #543 | 160 | SF | Carpet | Office |
| Room #544 | 157 | SF | Carpet | Office |
| Room #545 | 157 | SF | Carpet | Office |
| Hallway | 144 | SF | Carpet | Hallway |
| Hallway | 580 | SF | Carpet | Hallway |
| Hallway | 117 | SF | Carpet | Hallway |
| Room #549 | 109 | SF | Carpet | Open Office |
| Room #550 | 101 | SF | Carpet | Office |
| Room #551 | 331 | SF | Carpet | Open Office |
| Room #552 | 133 | SF | Carpet | Office |
| Room #553 | 221 | SF | Carpet | Office |
| Room #554 | 123 | SF | Carpet | Office |
| Room #555 | 136 | SF | Carpet | Office |
| Room #556 | 142 | SF | Carpet | Office |
| Room #557 | 666 | SF | Carpet | Open Office |
| Room #558 | 127 | SF | Carpet | Office |
| Hallway | 181 | SF | Carpet | Hallway |
| Room #560 | 302 | SF | Carpet | Open Office |
| Room #561 | 294 | SF | Vinyl | Kitchen |
| Room #562 | 127 | SF | Carpet | Office |
| Room #563 | 142 | SF | Carpet | Office |
| Room #564 | 223 | SF | Carpet | Office |
| Hallway | 184 | SF | Carpet | Hallway |
| Room #566 | 111 | SF | Carpet | Office |
| Room #567 | 111 | SF | Carpet | Office |
| Room #568 | 111 | SF | Carpet | Office |
| Room #569 | 396 | SF | Carpet | Office |
| Room #570 | 970 | SF | Carpet | Office |
| Room #571 | 194 | SF | Carpet | Office |
| Stair #5 | | SF | Concrete/Resilient Floor | Stairs |
| TOTAL AREA | 16,335 | SF | | |

ADMINISTRATION BUILDING - CONTINUED

| Description of Area/Room Number | Quantity | Unit of Measure | Unit Type | Area Type |
|---------------------------------|----------|-----------------|-----------|-------------------|
| Sixth Floor Plan | | | | |
| Elevator Lobby | 351 | SF | Carpet | Lobby |
| Corridors | 138 | SF | Carpet | Corridors |
| Corridors | 428 | SF | Carpet | Corridors |
| Corridors | 321 | SF | Carpet | Corridors |
| Corridors | 374 | SF | Carpet | Corridors |
| Room #606 (Women's Restroom) | 279 | SF | Ceramic | Restroom |
| Room #608 | 67 | SF | Concrete | Janitor Closet |
| Room #610 (Men's Restroom) | 182 | SF | Ceramic | Restroom |
| Vestibule | 47 | SF | Concrete | Vestibule |
| Room #613 (Men's Restroom) | 113 | SF | Ceramic | Restroom |
| Room #614 (Women's Restroom) | 110 | SF | Ceramic | Restroom |
| Room #616 | 127 | SF | Ceramic | Reception |
| Room #617 | 1,552 | SF | Carpet | Open Office |
| Room #618 | 270 | SF | Carpet | Office |
| Room #619 | 230 | SF | Carpet | Office |
| Room #620 | 370 | SF | Vinyl | Breakroom/Files |
| Room #621 | 173 | SF | Carpet | Office |
| Room #622 | 205 | SF | Carpet | Office |
| Room #623 | 131 | SF | Carpet | Office |
| Room #624 | 135 | SF | Carpet | Office |
| Room #625 | 132 | SF | Carpet | Office |
| Room #626 | 132 | SF | Carpet | Office |
| Room #627 | 132 | SF | Carpet | Office |
| Room #628 | 132 | SF | Carpet | Office |
| Room #629 | 159 | SF | Carpet | Office |
| Room #630 | 362 | SF | Vinyl | Reproduction/File |
| Room #631 | 1,165 | SF | Carpet | Open Office |
| Room #632 | 140 | SF | Carpet | Office |
| Entry | 151 | SF | Carpet | Entry |
| Room #634 | 152 | SF | Carpet | Office |
| Room #635 | 154 | SF | Carpet | Office |
| Room #636 | 227 | SF | Carpet | Office |
| Room #639 | 68 | SF | Carpet | Copy Room |
| Room #640 | 144 | SF | Carpet | Office |
| Room #641 | 341 | SF | Carpet | Reception |
| Room #642 | 198 | SF | Carpet | Office |
| Room #643 | 141 | SF | Carpet | Office |
| Room #644 | 153 | SF | Carpet | Office |
| Room #645 | 134 | SF | Carpet | Office |
| Room #646 | 158 | SF | Carpet | Office |
| Room #647 | 135 | SF | Carpet | Office |
| Room #648 | 134 | SF | Carpet | Office |

| | | | | |
|-------------------|---------------|-----------|--------------------------|-----------------|
| Hallway | 305 | SF | Carpet | Hallway |
| Room #650 | 146 | SF | Carpet | Office |
| Room #651 | 151 | SF | Carpet | Office |
| Room #652 | 111 | SF | Carpet | Office |
| Room #653 | 244 | SF | Carpet | Office |
| Entry | 42 | SF | Carpet | Entry |
| Room #656 | 181 | SF | Carpet | Office |
| Hallway | 219 | SF | Carpet | Hallway |
| Room #658 | 315 | SF | Carpet | Computer Room |
| Room #659 | 105 | SF | Carpet | Office |
| Room #660 | 105 | SF | Carpet | Office |
| Room #661 | 105 | SF | Carpet | Office |
| Room #662 | 105 | SF | Carpet | Office |
| Room #663 | 100 | SF | Carpet | Office |
| Room #664 | 137 | SF | Carpet | Office |
| Room #665 | 189 | SF | Carpet | Office |
| Room #667 | 782 | SF | Carpet | Open Office |
| Room #668 | 72 | SF | Vinyl | Kitchen |
| Room #669 | 105 | SF | Carpet | Office |
| Room #670 | 105 | SF | Carpet | Office |
| Room #671 | 105 | SF | Carpet | Office |
| Room #672 | 105 | SF | Carpet | Office |
| Room #673 | 160 | SF | Carpet | Office |
| Room #674 | 1,041 | SF | Carpet | Open Office |
| Room #675 | 321 | SF | Carpet | Conference Room |
| Room #676 | 165 | SF | Carpet | Office |
| Room #677 | 158 | SF | Carpet | Office |
| Room #678 | 192 | SF | Carpet | Office |
| Room #679 | 163 | SF | Carpet | Office |
| Entry Hall | 150 | SF | Carpet | Entry Hall |
| Stair #6 | | SF | Concrete/Resilient Floor | Stairs |
| TOTAL AREA | 16,431 | SF | | |

ADMINISTRATION BUILDING - CONTINUED

| Description of Area/Room Number | Quantity | Unit of Measure | Unit Type | Area Type |
|---------------------------------|----------|-----------------|-----------|----------------|
| Seventh Floor Plan | | | | |
| Elevator Lobby | 334 | SF | Carpet | Lobby |
| Corridors | 429 | SF | Carpet | Corridors |
| Corridors | 456 | SF | Carpet | Corridors |
| Corridors | 284 | SF | Carpet | Corridors |
| Corridors | 344 | SF | Carpet | Corridors |
| Room #706 (Women's Restroom) | 259 | SF | Ceramic | Restroom |
| Room #708 | 99 | SF | Ceramic | Janitor Closet |

| | | | | |
|----------------------------|-------|----|----------|-------------------|
| Room #710 (Men's Restroom) | 182 | SF | Ceramic | Restroom |
| Vestibule | 46 | SF | Concrete | Vestibule |
| Room #714 | 379 | SF | Carpet | Office |
| Room #715 | 117 | SF | Carpet | Office |
| Room #716 | 111 | SF | Carpet | Office |
| Room #717 | 174 | SF | Carpet | Office |
| Room #718 | 147 | SF | Carpet | Office |
| Room #719 | 197 | SF | Carpet | Office |
| Room #720 | 158 | SF | Carpet | Office |
| Room #721 | 298 | SF | Carpet | Office |
| Room #722 | 366 | SF | Carpet | Office |
| Room #726 | 333 | SF | Carpet | Office |
| Room #727 | 300 | SF | Carpet | Office |
| Room #730 | 352 | SF | Carpet | Office |
| Room #731 | 328 | SF | Carpet | Office |
| Room #734 | 498 | SF | Carpet | Office |
| Room #736 | 739 | SF | Carpet | Open Office |
| Room #737 | 315 | SF | Carpet | Office |
| Hallway | 113 | SF | Carpet | Hallway |
| Room #739 | 425 | SF | Vinyl | Conference Room |
| Room #740 | 1,279 | SF | Carpet | Reception |
| Room #741 | 847 | SF | Carpet | Open Office |
| Room #742 | 137 | SF | Carpet | Office |
| Room #743 | 123 | SF | Carpet | Office |
| Room #744 | 282 | SF | Carpet | Kitchen/File Room |
| Room #745 | 751 | SF | Carpet | Office |
| Room #746 | 133 | SF | Carpet | Office |
| Room #747 | 171 | SF | Carpet | Copy Room |
| Room #748 | 65 | SF | Vinyl | Kitchen |
| Room #749 | 99 | SF | Carpet | Office |
| Room #750 | 46 | SF | Carpet | Office |
| Room #751 | 124 | SF | Carpet | Copy Room |
| Room #752A | 144 | SF | Carpet | Meeting Room |
| Room #752B | 234 | SF | Carpet | Hallway |
| Room #753 | 142 | SF | Carpet | Office |
| Room #754 | 127 | SF | Carpet | Office |
| Room #755 | 792 | SF | Carpet | Office |
| Room #756 | 160 | SF | Carpet | Open Office |
| Lobby | 214 | SF | Carpet | Lobby |
| Room #758 | 151 | SF | Carpet | Office |
| Room #759 | 88 | SF | Carpet | Copy |
| Room #760 | 133 | SF | Carpet | Office |
| Room #761 | 460 | SF | Carpet | Entry |
| Room #762 | 348 | SF | Carpet | Office |
| Room #763 | 219 | SF | Carpet | Office |
| Room #764 | 241 | SF | Carpet | Office |

| | | | | |
|-------------------|---------------|-----------|--------------------------|----------|
| Room #765 | 138 | SF | Carpet | Office |
| Room #766 | 122 | SF | Carpet | Office |
| Hallway | 395 | SF | Carpet | Hallway |
| Men's Restroom | 104 | SF | Ceramic | Restroom |
| Women's Restroom | 92 | SF | Ceramic | Restroom |
| Hallway | 39 | SF | Carpet | Hallway |
| Stair #7 | | SF | Concrete/Resilient Floor | Stairs |
| TOTAL AREA | 16,183 | SF | | |

ADMINISTRATION BUILDING - CONTINUED

| Description of Area/Room Number | Quantity | Unit of Measure | Unit Type | Area Type |
|----------------------------------|--------------|-----------------|-----------|-----------|
| Eight Floor – Common Area | | | | |
| TOTAL AREA | 5,012 | SF | | |

ANNEX FACILITY – 3165 Pacific Hwy, San Diego, CA 92101

| Description of Area/Room Number | Quantity | Unit of Measure | Unit Type | Area Type |
|---------------------------------|----------|-----------------|------------|--------------------|
| Annex Floor Plan | | | | |
| Lobby | | SF | Ceramic | Lobby |
| Room #A101 | | SF | Carpet | Conference Room #1 |
| Room #A102 | | SF | Ceramic | Kitchen |
| Women's Restroom | | SF | Ceramic | Restroom |
| Men's Restroom | | SF | Ceramic | Restroom |
| Room #A105 | | SF | Carpet | Conference Room |
| Lobby | | SF | Ceramic | Lobby |
| Room #A107 | | SF | Carpet | Office |
| Room #A108 | | SF | Carpet | Open Office |
| Room #A109 | | SF | Carpet | Office |
| Room #A110 | | SF | Carpet | Office |
| Room #A114 | | SF | Carpet | Open Office |
| Room #A115 | | SF | Carpet | Office |
| Room #A116 | | SF | Hard Floor | Office |
| Room #A117 | | SF | Carpet | Office |
| Room #A118 | | SF | Carpet | Office |
| Room #A119 | | SF | Carpet | Office |
| Room #A120 | | SF | Carpet | Cubicle |
| Room #A121 | | SF | Carpet | Cubicle |
| Room #A122 | | SF | Carpet | Cubicle |
| Room #A123 | | SF | Carpet | Cubicle |
| Room #A124 | | SF | Carpet | Cubicle |

| | | | | |
|-------------------|---------------|-----------|--------|---------------|
| Room #A125 | | SF | Carpet | Cubicle |
| Room #A126 | | SF | Carpet | Corridor |
| Room #A127 | | SF | Carpet | Open Office |
| Lobby | | SF | Carpet | Lobby |
| Room #A131 | | SF | Carpet | Office |
| Room #A132 | | SF | Carpet | Office |
| Room #A133 | | SF | Carpet | Office |
| Room #A134 | | SF | Carpet | Office |
| Room #A135 | | SF | Carpet | Office |
| Room #A136 | | SF | Carpet | Kitchen |
| Room #A137 | | SF | Carpet | Corridor |
| Room #A138 | | SF | Carpet | Corridor |
| Room #A139 | | SF | Carpet | Corridor |
| Room #A140 | | SF | Carpet | Training Room |
| Room #A142 | | SF | Carpet | Office |
| TOTAL AREA | 13,327 | SF | | |

GENERAL SERVICES FACILITY (GS) 1400 Tidelands Ave, National City, CA 91950

| Description of Area/Room Number | Quantity | Unit of Measure | Unit Type | Area Type |
|-----------------------------------|----------|-----------------|------------|-----------|
| First Floor Plan – Offices | | | | |
| Room #101 | 151 | SF | Carpet | Office |
| Room #102 | 151 | SF | Carpet | Office |
| Room #103 | 309 | SF | Carpet | Office |
| Room #104 | 162 | SF | Carpet | Office |
| Room #105 | 309 | SF | Carpet | Office |
| Room #106 | 180 | SF | Hard Floor | Lobby |
| Room #107 | 168 | SF | Carpet | Office |
| Room #108 | 168 | SF | Carpet | Office |
| Room #109 | 168 | SF | Carpet | Office |
| Room #110 | 168 | SF | Carpet | Office |
| Room #111 | 215 | SF | Carpet | Office |
| Room #112 | 70 | SF | Hard Floor | Elevator |
| Room #113 | 126 | SF | Carpet | Office |
| Room #114 | 235 | SF | Hard Floor | Hall |
| Room #115 (Open Space) | 1,089 | SF | Carpet | Office |
| Room #116 | 178 | SF | Hard Floor | Lunch Rm |
| Room #117 | 168 | SF | Hard Floor | Kitchen |
| Room #118 (Women's Restroom) | 147 | SF | Hard Floor | Restroom |
| | 2 | EA | Hard Floor | Toilet |
| Room #119 (Men's Restroom) | 178 | SF | Hard Floor | Restroom |
| | 2 | EA | Hard Floor | Toilet |
| | 2 | EA | Hard Floor | Urinal |
| Room #120 (Women) | 155 | SF | Hard Floor | Locker |
| | 1 | EA | Hard Floor | Shower Rm |

| | | | | |
|------------------------------|--------------|-----------|-----------------|----------------|
| Room #121 (Women's Restroom) | 225 | SF | Hard Floor | Restroom |
| | 2 | EA | Hard Floor | Toilet |
| Room #124 | 35 | SF | Resilient Floor | Janitor Closet |
| Room #125 & #128 | 731 | SF | Hard Floor | Locker |
| Room #126 | 165 | SF | Hard Floor | Restroom |
| | 3 | EA | Hard Floor | Toilet |
| | 2 | EA | Hard Floor | Urinal |
| Room #127 | 54 | SF | Hard Floor | Shower Room |
| Room #129 | 138 | SF | Resilient Floor | Safety Room |
| Room #130 (Unisex Restroom) | 169 | SF | Hard Floor | Restroom |
| | 1 | EA | Hard Floor | Toilet |
| Room #131 | 40 | SF | Resilient Floor | Closet |
| Room #132 | 345 | SF | Hard Floor | Corridor |
| Room #133 | 310 | SF | Hard Floor | Corridor |
| Room #134 | 1260 | SF | Carpet | Training Room |
| Stair #1 & #2 | 228 | SF | Hard Floor | Stairs |
| | | | | |
| TOTAL AREA | 8,210 | SF | | |

GENERAL SERVICES FACILITY (GS) – CONTINUED

| Description of Area/Room Number | Quantity | Unit of Measure | Unit Type | Area Type |
|---------------------------------|----------|-----------------|-----------------|-------------|
| First Floor Plan – Shops | | | | |
| Room #136 | 169 | SF | Resilient Floor | Office |
| Room #137 | 169 | SF | Resilient Floor | Office |
| Room #138 | 189 | SF | Resilient Floor | Office |
| Room #144 | 175 | SF | Resilient Floor | Office |
| Room #145 | 175 | SF | Resilient Floor | Office |
| Room #146 | 175 | SF | Resilient Floor | Office |
| Room #150 | 175 | SF | Hard floor | Office |
| Room #151 | 175 | SF | Hard floor | Office |
| Room #152 | 175 | SF | Hard floor | Office |
| Room #153 | 175 | SF | Hard floor | Office |
| Room #154 (Locksmith) | 230 | SF | Hard floor | Office |
| Room #157 | 175 | SF | Hard floor | Office |
| Room #159 (Men's Restroom) | 132 | SF | Hard floor | Restroom |
| | 1 | EA | Hard floor | Toilet |
| | 2 | EA | Hard floor | Urinal |
| | 3 | EA | Hard floor | Showers |
| Room #160 | 52 | SF | Hard floor | Hallway |
| Room #161 (Women's Restroom) | 52 | SF | Hard floor | Restroom |
| | 1 | EA | Hard floor | Toilet |
| | 3 | EA | Hard floor | Shower |
| Room #163 | 1,575 | SF | Hard floor | Corridor |
| Room #164 | 169 | SF | Hard floor | Office |
| Room #165 | 169 | SF | Hard floor | Office |
| Room #166 | 2,544 | SF | Hard floor | Marine Shop |

| | | | | |
|---|--------------|-----------|-----------------|-------------------|
| Room #167 | 169 | SF | Hard floor | Corridor |
| Room # GYM | 576 | SF | Resilient Floor | Gym |
| TOTAL AREA | 7,605 | SF | | |
| PROCUREMENT FACILITY (PRO) 1400 Tidelands Ave, National City, CA 91950 | | | | |
| Second Floor Plan-Offices | | | | |
| Room #201 | 184 | SF | Carpet | Office |
| Room #202 | 194 | SF | Carpet | Office |
| Room #203 | 194 | SF | Carpet | Office |
| Room #204 | 286 | SF | Carpet | Office |
| Room #205 | 232 | SF | Carpet | Conference Rm |
| Room #206 | 277 | SF | Carpet | Vestibule |
| Room #207 | 48 | SF | Carpet | Closet |
| Room #207A | 104 | SF | Carpet | Waiting Room |
| Room #208 | 512 | SF | Carpet | Office |
| Room #209 | 216 | SF | Carpet | Work Area |
| Room #210 | 285 | SF | Carpet | Storage |
| Room #211 & #212 | 1,080 | SF | Carpet | Library/Open Area |
| Room #213 & #214 | 326 | SF | Hard Floor | Restroom |
| Women's Restroom | 2 | EA | Hard Floor | Restroom |
| Men's Restroom | 2 | EA | Hard Floor | Restroom |
| | 2 | EA | Hard Floor | Urinal |
| Room #215 | 132 | SF | Hard Floor | Kitchen |
| Room #216 | 1,803 | SF | Carpet | Office |
| Room #217 | 168 | SF | Carpet | Office |
| TOTAL AREA | 6,047 | SF | | |

HARBOR POLICE SOUTHBAY (HPSB), 850 MARINA WAY, CHULA VISTA, CA 91911

| Description of Area/Room Number | Quantity | Unit of Measure | Unit Type | Area Type |
|---------------------------------|------------|-----------------|----------------|-------------|
| Trailer Office | 143 | SF | Carpet | Office |
| Locker Room | 165 | SF | Carpet | Locker Room |
| Kitchen | 112 | SF | Carpet | Kitchen |
| | 1 | EA | Refrigerator | |
| | 1 | EA | Microwave | |
| Restroom | 42 | SF | Resilient Tile | Restroom |
| | 1 | EA | Toilet | |
| | 1 | EA | Shower | |
| TOTAL AREA | 466 | SF | | |

HARBOR POLICE HEADQUARTERS (HPHQ), 3380 N. HARBOR DRIVE, SAN DIEGO

| Description of Area/Room Number | Quantity | Unit of Measure | Unit Type | Area Type |
|---------------------------------|----------|-----------------|------------|------------|
| East HQ WING | | | | |
| Women's Restroom Lounge | 50 | SF | Hard Floor | Lounge |
| Conference Room | 195 | SF | Hard Floor | Conference |
| Chief's Assistant's Office | 500 | SF | Hard Floor | Office |
| Chief's Office | 252 | SF | Hard Floor | Office |
| Hallway Chief's Side | 80 | SF | Hard Floor | Hallway |
| Restroom Chief Side Women's | 60 | SF | Hard Floor | Restroom |
| | 2 | EA | Toilet | Restroom |
| Restroom Chief's Side Men's | 110 | SF | Hard Floor | Restroom |
| | 2 | EA | Toilet | Restroom |
| HR Office | 234 | SF | Hard Floor | Office |
| Hallway Chief's Side | 280 | SF | Hard Floor | Hallway |
| Asst. Chief's Office | 234 | SF | Hard Floor | Office |
| Captain Office | 234 | SF | Hard Floor | Office |
| West HQ Wing | | | | |
| Lt's Office | 216 | SF | Hard Floor | Office |
| Lt's Office | 216 | SF | Hard Floor | |
| Records Supervisor's Office | 234 | SF | Hard Floor | Office |
| Records Room | 700 | SF | Hard Floor | Office |
| Hallway West Side | 80 | SF | Hard Floor | Hallway |

HARBOR POLICE HEADQUARTERS, 3380 N. HARBOR DRIVE, SAN DIEGO (HPHQ) - CONTINUED

| Description of Area/Room Number | Quantity | Unit of Measure | Unit Type | Area Type |
|---------------------------------|----------|-----------------|------------|-------------|
| HQ Central Areas | | | | |
| Reception Area | 180 | SF | Hard Floor | Office |
| Lobby | 660 | SF | Hard Floor | Lobby |
| Conference Room | 748 | SF | Hard Floor | Conference |
| Front Porch | 375 | SF | Hard Floor | Lobby |
| Hallway | 240 | SF | Hard Floor | Hallway |
| | | | | |
| Locker Area Women's | 406 | SF | Carpet | Locker Room |
| Restroom Patrol Women's | 242 | SF | Hard Floor | Restroom |
| | 2 | EA | Shower | |
| | 2 | EA | Toilet | |
| Locker Area Men's | 1,496 | SF | Carpet | Locker Room |
| Restroom Patrol Men's | 390 | SF | Hard Floor | Restroom |
| | 2 | EA | Shower | |
| | 2 | EA | Urinal | |
| | 2 | EA | Toilet | |
| Report Room | 648 | SF | Hard Floor | Office |

| | | | | |
|------------------------------------|------|----|------------|-------------|
| Hold Room | 195 | SF | Hard Floor | Office |
| Restroom Unisex | 42 | SF | Hard Floor | Restroom |
| | 1 | EA | Toilet | |
| Fire Alarm Room | 100 | SF | Hard Floor | Office |
| Patrol Building | | | | |
| Supply Office | 144 | SF | Hard Floor | Office |
| Storage Room | 144 | SF | Hard Floor | Storage |
| Conference Room | 120 | SF | Hard Floor | Office |
| K9 Office | 120 | SF | Hard Floor | Office |
| Report Writing Area | 1456 | SF | Hard Floor | Office |
| Quiet Room | 40 | SF | Hard Floor | Closet |
| Quiet Room | 40 | SF | Hard Floor | Closet |
| Storage/Supply Area | 96 | SF | Hard Floor | Storage |
| Investigations Unit Trailer | | | | |
| Lt's Office | 120 | SF | Hard Floor | Office |
| Sgt's Office | 120 | SF | Hard Floor | Office |
| Intelligence Coordinator Office | 120 | SF | Hard Floor | Office |
| Records Clerk Office | 120 | SF | Hard Floor | Office |
| Detective's Common Office Area | 480 | SF | Hard Floor | Office |
| Women's Locker Room Trailer | | | | |
| Women's Locker Room | 480 | SF | Hard Floor | Locker Room |
| Men's Locker Room Trailer | | | | |
| Men's Locker Room Trailer | 1152 | SF | Hard Floor | Locker Room |

HARBOR POLICE HEADQUARTERS (HPHQ), 3380 N. HARBOR DRIVE, SAN DIEGO - CONTINUED

| Description of Area/Room Number | Quantity | Unit of Measure | Unit Type | Area Type |
|-----------------------------------|---------------|-----------------|--------------|-----------|
| Community Policing Trailer | | | | |
| Sgt's Office | 120 | SF | Hard Floor | Office |
| RSVP Office | 144 | SF | Hard Floor | Office |
| Traffic Office | 144 | SF | Hard Floor | Office |
| CSO Office Area | 356 | SF | Hard Floor | Office |
| Kitchen Area | 144 | SF | Hard Floor | Kitchen |
| | 1 | EA | Microwave | |
| | 1 | EA | Refrigerator | |
| Hallway | 100 | SF | Hard Floor | Hallway |
| Metal Annex Building | | | | |
| Gym Area | 2600 | SF | Rubber Floor | Exercise |
| Defensive Tactics Training Area | 559 | SF | Rubber Floor | Exercise |
| Restroom | 41 | SF | Hard Floor | Restroom |
| | 1 | EA | Toilet | |
| TOTAL AREA | 18,375 | SF | | |

HARBOR POLICE SHELTER ISLAND (HPSI), 1401 SHELTER ISLAND DRIVE, SAN DIEGO

| Description of Area/Room Number | Quantity | Unit of Measure | Unit Type | Area Type |
|---------------------------------------|----------|-----------------|--------------|-----------|
| Homeland Security Lieutenant's Office | 144 | SF | Carpet | Office |
| Homeland Security Team's Office | 348 | SF | Carpet | Office |
| | 1 | EA | Microwave | |
| Mooring Office | 72 | SF | Carpet | Office |
| Fire Room | 252 | SF | Carpet | Office |
| | 1 | EA | Refrigerator | |
| Shower Room | 40 | SF | Hard Floor | Restroom |
| | 4 | EA | Shower | |
| Visitor's Entrance (Sunroom) | 24 | SF | Hard Floor | Lobby |
| | 192 | SF | Carpet | Lobby |
| Catch-all Room | 70 | SF | Hard Floor | Office |
| Recorder's Room | 64 | SF | Carpet | Office |
| Restroom Men's | 108 | SF | Hard Floor | Restroom |
| | 1 | EA | Toilet | |
| | 1 | EA | Urinal | |
| | 1 | EA | Shower | |
| Hallway | 119 | SF | Carpet | Hallway |
| Supervisor's Office | 170 | SF | Carpet | Office |
| Harbor Officer's Office | 255 | SF | Carpet | Office |
| Restroom Women's | 90 | SF | Hard Floor | Restroom |
| | 1 | EA | Toilet | |
| | 1 | EA | Shower | |
| Front Patio | 200 | SF | Hard Floor | Lobby |
| | | | | |

HARBOR POLICE SHELTER ISLAND (HPSI), 1401 SHELTER ISLAND DRIVE, SAN DIEGO (HPSI) - CONTINUED

| Description of Area/Room Number | Quantity | Unit of Measure | Unit Type | Area Type |
|---------------------------------|--------------|-----------------|------------|-------------|
| Back Patio | 1,170 | SF | Hard Floor | Lobby |
| Diver's Locker Room | 426 | SF | Carpet | Locker Room |
| Diver's Restroom | 36 | SF | Hard Floor | Restroom |
| | 1 | EA | Toilet | |
| Diver's Restroom | 1 | EA | Shower | |
| Maintenance Diver's Locker Room | 130 | SF | Hard Floor | Locker Room |
| TOTAL AREA | 3,923 | SF | | |

TENTH AVENUE MARINE TERMINAL (TAMT), 687 SWITZER STREET, SAN DIEGO

| Description of Area/Room Number | Quantity | Unit of Measure | Unit Type | Area Type |
|---|----------|-----------------|------------|--|
| Maritime Commercial Team Trailer | 2880 | SF | | Office |
| | 2 | EA | Toilet | Restroom |
| | 2 | EA | Sink | |
| Maritime Operation Team Trailer | 2160 | SF | | Office |
| | 2 | EA | Toilet | Restroom |
| | 2 | EA | Sink | |
| Main Gate Security Guard Shack and Restroom | 186 | SF | | Office |
| | 1 | EA | Toilet | Restroom |
| | 1 | EA | Sink | |
| Warehouse C Westside Restroom | 550 | | | Restroom |
| | 4 | EA | Toilet | |
| | 5 | EA | Urinal | |
| | 1 | EA | Sink | |
| Warehouse C Westside Upstairs Office | 558 | SF | | Office, Closet |
| | 1 | EA | Toilet | |
| | 1 | EA | Sink | |
| Warehouse C Eastside Restroom | 323 | SF | | Restroom |
| | 2 | EA | Urinals | |
| | 2 | EA | Toilets | |
| | 1 | EA | Sink | |
| NOAA Trailer | 480 | SF | | Office, Conf Room |
| | 1 | EA | Toilet | |
| | 1 | EA | Sink | |
| Berth 10.6 Mobile Trailer Restrooms | 284 | SF | | |
| | 2 | EA | Toilet | |
| | 2 | EA | Sink | |
| Berth 10.3 Longshore Restroom | 300 | SF | | |
| | 1 | EA | ADA Toilet | Female |
| | 3 | EA | Toilet | Female |
| | 2 | EA | Sink | Female |
| | 2 | EA | Urinal | Male |
| | 1 | EA | ADA Toilet | Male |
| | 1 | EA | Toilet | Male |
| | 1 | EA | Sink | Male |
| CBP Inspectors Office | 1,150 | SF | | Office, Kitchen, Common Area, Workstations |
| | 2 | EA | Toilet | |
| | 2 | EA | Sink | |
| Warehouse B Restroom | 902 | SF | | |
| | 4 | EA | Toilet | Female |

| | | | | |
|------------------------------------|--------------|-----------|--------|--------------------------|
| | 2 | EA | Sink | Female |
| | 5 | EA | Urinal | Male |
| | 4 | EA | Toilet | Male |
| | 2 | EA | Sink | Male |
| North Gate Security Guard Shack | 96 | SF | | |
| | 1 | EA | Toilet | |
| | 1 | EA | Sink | |
| North Gate CBP RPM Inspection Area | 113 | SF | | Common area, no restroom |
| | | | | |
| | 1 | EA | Urinal | |
| TOTAL AREA | 9,982 | SF | | |

NATIONAL CITY MARINE TERMINAL (NCMT), 1400 W. BAY MARINE DRIVE, NATIONAL CITY

| Description of Area/Room Number | Quantity | Unit of Measure | Unit Type | Area Type |
|---------------------------------|--------------|-----------------|-------------------|---|
| Main Gate | 200 | SF | Guard Shack | Office |
| | 1 | EA | Toilet | |
| | 1 | EA | Sink | |
| Wharfingers Office | 800 | SF | | Office |
| Restroom Berth 24-2 | 480 | SF | | Men's Restroom |
| | 2 | EA | Toilet | |
| | 2 | EA | Urinal | |
| | 3 | EA | Sink | |
| Restroom Berth 24-4 | 260 | SF | | Men's Restroom |
| | 1 | EA | Toilet | |
| | 2 | EA | Urinal | |
| | 2 | EA | Sink | |
| | 2 | EA | Drinking Fountain | |
| Restroom Berth 24-5 | 504 | SF | | Women's Restroom |
| | 2 | EA | Toilet | |
| | 2 | EA | Sink | |
| | 2 | EA | Drinking Fountain | |
| Restroom Berth 24-11 | 800 | SF | | Men's & Women's Restrooms |
| | 4 | EA | Toilet | |
| | 2 | EA | Urinal | |
| | 5 | EA | Sink | |
| | 2 | EA | Drinking Fountain | |
| Back Gate | 56 | SF | Guard Shack | Security (DO NOT CLEAN PORTABLE TOILET) |
| TOTAL AREA | 3,100 | SF | | |

JOINT HARBOR OPERATIONS CENTER (JHOC), 2710 NORTH HARBOR DRIVE, SAN DIEGO

| Description of Area/Room Number | Quantity | Unit of Measure | Unit Type | Area Type |
|---|--------------|-----------------|-----------|-----------|
| Main Room | 873 | SF | Carpet | Office |
| Second Room | 190 | SF | Carpet | Office |
| Restock Restroom with supplied paper products | 1 | Toilet | | |
| TOTAL AREA | 1,064 | SF | | |

NATIONAL CITY AQUATIC CENTER (NCAQ), 3300 GOESNO PL, NATIONAL CITY

| Description of Area/Room Number | Quantity | Unit of Measure | Unit Type | Area Type |
|---------------------------------|--------------|-----------------|------------|-----------|
| | | SF | Hard Floor | Office |
| | | | | |
| | | | | |
| | | | | |
| TOTAL AREA | 1,064 | SF | | |

RAILCAR PLAZA (RAIL), 840 BAY MARINA DR, NATIONAL CITY

| Description of Area/Room Number | Quantity | Unit of Measure | Unit Type | Area Type |
|---------------------------------|--------------|-----------------|------------|-------------|
| Main Room | 2,100 | SF | Hard Floor | Common Area |
| TOTAL AREA | 2,100 | SF | | |

EXHIBIT E

CERTIFICATE OF INSURANCE

San Diego Unified Port District

By signing this form, the authorized agent or broker **certifies** the following:

- (1) The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.
- (2) As required in the Insured's agreement(s) with the District, the policies include, or have been endorsed to include, the coverages or conditions of coverage **noted on page 2 of this certificate**.
- (3) Signed copies of **all** endorsements issued to effect require coverages or conditions of coverage are attached to this certificate.

Return this form to:

San Diego Unified Port District
c/o Ebix BPO
P.O. Box 100085 – 185
Duluth, GA 30096 – OR –
Email: portofsandiego@ebix.com
Fax: 1-866-866-6516

| Name and Address of Insured (Consultant) | | | SDUPD Agreement Number: _____ This certificate applies to all operations of named insureds on District property in connection with all agreements between the District and Insured. | |
|---|---|------------|--|--|
| CO LTR | TYPE OF INSURANCE | POLICY NO. | DATES | LIMITS |
| | Commercial General Liability <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims-made Form Retro Date _____ <input type="checkbox"/> Liquor Liability Deductible/SIR: \$ _____ | | Commencement Date: _____ Expiration Date: _____ | Each Occurrence: _____ \$ _____ General Aggregate: _____ \$ _____ |
| | Commercial Automobile Liability <input type="checkbox"/> All Autos <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned & Hired Autos | | Commencement Date: _____ Expiration Date: _____ | Each Occurrence: _____ \$ _____ |
| | Workers Compensation – Statutory Employer's Liability | | Commencement Date: _____ Expiration Date: _____ | E.L. Each Accident \$ _____ E.L. Disease Each Employee \$ _____ E.L. Disease Policy Limit \$ _____ |
| | Professional Liability <input type="checkbox"/> Claims Made Retro-Active Date _____ | | Commencement Date: _____ Expiration Date: _____ | Each Claim _____ \$ _____ |
| | Excess/Umbrella Liability | | Commencement Date: _____ Expiration Date: _____ | Each Occurrence: \$ _____ General Aggregate: \$ _____ |
| CO LTR | COMPANIES AFFORDING COVERAGE | | A. M. BEST RATING | |
| A | | | | |
| B | | | | |
| C | | | | |
| D | | | | |
| A. M. Best Financial Ratings of Insurance Companies Affording Coverage Must be A-VII or better unless approved in writing by the District. | | | | |
| Name and Address of Authorized Agent(s) or Broker(s) | | | E-mail Address: _____ | |
| | | | Phone: _____ Fax Number: _____ Signature of Authorized Agent(s) or Broker(s) _____ <div style="text-align: right;">Date: _____</div> | |

SAN DIEGO UNIFIED PORT DISTRICT
REQUIRED INSURANCE ENDORSEMENT

| | | |
|--|------------------------------|--------------------------|
| <u>ENDORSEMENT NO.</u> | <u>EFFECTIVE DATE</u> | <u>POLICY NO.</u> |
| NAMED INSURED: | | |
| GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(IES): All written agreements, contracts and leases with the San Diego Unified Port District and any and all activities or work performed on district premises | | |

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The San Diego Unified Port District, its officers, agents, and employees are additional insureds in relation to those operations, uses, occupations, acts, and activities described generally above, including activities of the named insured, its officers, agents, employees or invitees, or activities performed on behalf of the named insured.
2. Insurance under the policy(ies) listed on this endorsement is primary and no other insurance or self-insured retention carried by the San Diego Unified Port District will be called upon to contribute to a loss covered by insurance for the named insured.
3. This endorsement shall include a waiver of transfer of rights of recovery against the San Diego Unified Port District ("Waiver of Subrogation").
4. The policy(ies) listed on this endorsement will apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
5. As respects the policy(ies) listed on this endorsement, with the exception of cancellation due to nonpayment of premium, thirty (30) days written notice by certified mail, return receipt requested, will be given to the San Diego Unified Port District prior to the effective date of cancellation. In the event of cancellation due to nonpayment of premium, ten (10) days written notice shall be given.

Except as stated above, and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements or exclusions of the policy(ies) to which this endorsement applies.

(NAME OF INSURANCE COMPANY)

(SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION:

San Diego Unified Port District
c/o Ebix BPO
P.O. Box 100085 – 185
Duluth, GA 30096 – OR –
Email to: portofsandiego@ebix.com
Fax: 1-866-866-6516