

**AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
MARINE GROUP BOAT WORKS, LLC
for
FULL SERVICE IMPOUNDED VESSEL SERVICES
AGREEMENT NO. 50-2020MA**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and MARINE GROUP BOAT WORKS, LLC, a California limited liability company (Service Provider). The parties agree to the following:

1. **SCOPE OF SERVICES.** Service Provider shall furnish all technical and professional labor, and materials 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.
2. **TERM OF AGREEMENT.** This Agreement shall commence on July 1, 2020 and shall terminate on June 30, 2025, 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 \$455,400.00 for the first year of services commencing on July 1, 2020 and terminating on June 30, 2021. The maximum expenditure under this Agreement shall not exceed \$3,550,000 for the entire term of the Agreement. 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.
- d. **As-Needed Services; Task Authorizations**
 - (1) As-Needed Services may be required for the completion of the services specified in this Agreement. For performance of As-Needed Services, District shall compensate Service Provider using the terms and conditions in Attachment B, Compensation and Invoicing. With As-Needed Services the maximum amount of this agreement shall not exceed \$3,550,000.00. If As-Needed Services are required, they shall be undertaken by Service Provider only upon issuance of a Task Authorization (TA), Exhibit B, attached hereto and incorporated herein, for said services.

- (2) An estimate of the level of effort shall be submitted to the District and negotiated for each Task Authorization. Pricing of each Task Authorization shall be governed by the cost and pricing information attached hereto and made a part of this Agreement as Attachment B, Compensation and Invoicing.
- (3) A Task Authorization shall not be considered effective until the Task Authorization form has been signed by District.
- (4) Service Provider shall bill for As-Needed Services in accordance with the terms of payment, including the documentation required in this Agreement. In addition, invoices for As-Needed Services shall cite the appropriate Task Authorization (TA) number.

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-CONTRACTORS**

- 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-contractors 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-contractors. Service Provider shall compensate each Service Provider's sub-contractors in the time periods required by law. Any Service Provider's sub-contractors employed by Service Provider shall be independent Service Providers and not agents of District. Service Provider shall insure that Service Provider's sub-contractors satisfy all substantive requirements for the work set forth by this Agreement, including insurance and indemnification.
- b. Listed below are the firms that the District has approved as Service Provider's sub-contractors to provide services under this Agreement:

<u>NAME OF FIRM</u>	<u>TYPE OF SERVICES PROVIDED</u>
Big Bay Marine Services dba TowboatUS San Diego	Towing Services
Christian & Company Marine Surveyors, Inc.	Marine Surveys

- c. Service Provider shall also include a clause in its Agreements with Service Provider's sub-contractors 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-contractors 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-contractors 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 Executive Director (President/CEO) 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.

9.1 INDEMNIFICATION FOR SERVICE PROVIDER

District represents and warrants to Service Provider that all instructions provided to Service Provider pursuant to the Agreement shall comply with the requirements of the law, including without limitation, the San Diego Unified Port District Act, California Harbors & Navigations Code, San Diego Unified Port Code, San Diego Unified Port District Tariff No. 1-G, and District Ordinances. District shall not instruct Service Provider to act in contravention of the law in providing vessel services under the Agreement.

District shall, to the fullest extent permitted by law, indemnify, defend, hold harmless and protect Service Providers and its officers, employees, representatives and agents (collectively, with Service Provider, the "Service Provider Parties"), from and against any and all liabilities, claims, judgments, damages, proceedings, orders, directives, costs, demands, liens, obligations, causes of action, losses, and expenses (including reasonable attorneys', consultants' fees and experts' fees and court costs) (collectively, "Claims" or individually, "Claim") arising from, or relating to, directly or indirectly, Service Provider performance of its obligations under the Agreement at the direction of District. It is expressly agreed that Service Provider shall have the right, at District's cost, to utilize defense counsel of Service Provider's choosing, and Service Provider's selection and use of such defense counsel shall not excuse District's performance of its obligations to Service Provider under this Agreement. Within ten (10) calendar days after receipt of any notice of a Claim sent by Service

Provider, District shall confirm receipt thereof and confirm in writing to Service Provider that District is prepared to defend the Claim and bear the costs of doing so by Service Provider's chosen counsel.

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) Marine General Liability (including, without limitation, Contractual Liability, Personal Injury, Advertising Injury, Products/Completed Operations, and Pollution) insurance, with coverage at least as broad as Insurance Services Office Commercial Marine General Liability Coverage 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 Marine General Liability insurance policy shall not exceed ten thousand dollars (\$10,000) unless District has approved of a higher deductible or self-insured retention in writing.

(b) The Marine General Liability insurance policy shall be endorsed to include the District; its agents, officers and employees as additional insureds in the form as required by the District (see Exhibit C, Certificate of Insurance).

(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 Marine General Liability insurance 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) insurance 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.

The policy will also include coverage for containments released due to the “upset, collision or overturn” of the vehicle or the trailer that the vessel is on.

- (3) Workers’ Compensation insurance and, if applicable, Jones Act and/or Longshore and Harbor Workers’ Compensation Act (LHWCA formerly USL&H) coverage(s), 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) Protection and Indemnity (including Tower’s Liability) insurance in the amount of two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

- (a) The Protection and Indemnity insurance shall be endorsed to include the District; its agents, officers, and employees as additional insureds in the form as required by the District.
- (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 Marine General Liability, Commercial Automobile Liability, and Employer's Liability insurance 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 (See Exhibit C, Certificate of Insurance) 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 ten (10) days, all such policies must be endorsed so that the insurer(s) must notify the District in writing at least thirty (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 subcontractors.
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-contractor 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. **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:

Paige Scott, Assistant Director
General Services
San Diego Unified Port District
1400 Tidelands Ave
National City, CA 91950
Tel. 619-686-8169
Email:pscott@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:

Todd Roberts, President
Marine Group Boat Works, LLC
997 G Street
Chula Vista, CA 91910
Tel. 619-427-6767 ext. 115
Email: todd@marinegroupbw.com

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- 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

MARINE GROUP BOAT WORKS, LLC

Marcus J. Cromartie
Director, General Services

Todd Roberts

Todd Roberts
President

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 full service impounded vessel services for San Diego Bay at Port District facilities and properties within the Cities of San Diego, Coronado, National City, Chula Vista, and Imperial Beach.

Services shall include, but may not be limited to, towing, storage, demolition, lien sale of vessels, vessel investigations and reports, all of which shall become the property of the District, without restriction as to use by District.

Service Provider shall provide all labor, supervision, materials, and equipment required to perform services under this agreement, unless otherwise stated herein. Service Provider shall move, cover or protect any structures or equipment that may be damaged during related vessel 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 as approved by the District Representative. Service Provider's vehicles shall be clearly marked with appropriate company name and logo.

At the sole discretion of the District, a landside storage facility may be provided for the exclusive use of storing impounded vessels undergoing the lien sale process required under Local, State, and Federal Laws including, but not limited to California Harbors & Navigation Code §500 et seq., and all successor amendments. The District's landside storage facility is located in District parcel 026-027 located adjacent to 1313 Bay Marina Drive, National City, CA (northwest of Bay Marina Drive and Tidelands Avenue). Storage shall be defined as the period of time that a vessel is sitting on stands in the District's landside storage facilities while undergoing the applicable legal processes prior to sale, demolition, or removal by the registered owner. A map showing location of District's landside storage facility is included as Exhibit A.

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.

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 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 Environmental and Land Use Management 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.

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 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/dfc. 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. Accordingly, where practicable and cost effective, Service Provider shall use products that meet Green Seal certification for all services rendered under this Agreement. All products claiming Green Seal certification shall be required to bear this certification. More information is available at www.greenseal.org and www.epa.gov/dfc.

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. Full-Service Impounded Vessel Services:** Service Provider shall immediately notify District Representative via email of any vessel arriving, departing, or change in status. Service Provider shall maintain all necessary documentation including, but not limited to, assessment, pictures, documentation, reports, and letters. Service Provider shall provide District Representatives access to Service Provider's vessel storage facilities. Service Provider shall be responsible for the containment and remediation of contaminants originating from impounded vessels kept in its waterside and dry vessel storage sites, including, but not limited to, use of boom, pump-out, and absorbent materials in the event of a release of contaminants.
- 2. Task Authorization – As-Needed:** As-Needed Vessel Services shall be undertaken by the Service Provider only upon issuance of a Task Authorization issued by the District for said services. The Service Provider shall not perform services until the District Representative provides a written Task Authorization specifically indicating the scope and negotiated cost for the Full-Service Impounded Vessel Services. A Task Authorization shall not be considered effective until the form has been signed by the District. The District does not guarantee a minimum or total

amount of as-needed services against this agreement. The following tasks (e. through h and j. through l. as described below) are As-Needed Services:

- e. Proceed Against Impounded Vessels
 - f. Vessel Assessment
 - g. Marine Survey
 - h. Small Claims / Legal Proceedings.
 - j. Junk Slip Services
 - k. Laydown
 - l. Vessel Demolition / Disposal
- a. Vessel Towing. At District's request, Service Provider shall provide in-water vessel towing services to the District. Services shall include, but are not limited to boat, captain, crew, lines, fendering, and all other incidentals required to perform these tasks. Service Provider shall tow vessels to any District designated location within San Diego Bay. If it is necessary to cut anchor rods to tow an impounded vessel, Service Provider shall mark location of abandoned anchor for future District removal.
- b. In-Water Storage. Service Provider shall provide in-water storage to accommodate at least 25 vessels not exceeding 65 feet in length. Service Provider shall also provide sufficient security to maintain and protect the condition and contents of each impounded vessel in in-water storage. Compensation for in-water storage of impounded vessels will be a maximum of five (5) days and no additional compensation for in-water storage more than five (5) days will be allowed.
- c. Transportation Services
- 1) Transportation Services (one way) and Storage to Service Provider Landside Storage Area. Service Provider shall be responsible for providing the proper transportation services and complying with all applicable Local, State, and Federal laws and pay for all required fees in doing so. Service Provider shall take the necessary steps and provide all necessary material and equipment to provide safe and secure transportation to the storage facility. Transportation services shall also include all labor, materials and equipment required to safely set and block each vessel in an upright position. Setting and blocking of vessels shall include a sufficient number of stands to safely store each vessel (four (4) stands minimum per vessel) in a vertical position, unless directed by a District Representative.

- 2) Transportation Services (One Way) to District Provided Landside Storage Area. The District may elect to provide a landside storage area for the purposes of storing impounded vessels. Service Provider shall transport impounded vessels from their in-water storage facility to District provided landside storage area. District landside storage area is located adjacent to 1313 Bay Marina Drive, National City, CA as shown in Exhibit A. Service Provider shall be responsible for providing the proper transportation services and complying with all applicable local, State and Federal laws and pay for all required fees. Service Provider shall take the necessary steps and provide all necessary material and equipment to provide safe and secure transportation to the storage facility. Services shall include all labor, materials and equipment required to safely transport impounded vessels and set and block each vessel in an upright position. Setting and blocking of vessels shall include a sufficient number of stands to safely store each vessel (four (4) stands minimum) in a vertical position.
- d. Inventory. Service Provider shall prepare and submit a written inventory upon arrival of vessels at Service Provider's facility. Inventory report shall be submitted within 5 business days to the District for review and prior to transport of the vessel. Service Provider shall provide a minimum of 10 digital photos of the following: one bow, one stern, two of each side (two left and two right), two of deck (front and rear), one of each interior room, and any other additional photos required to support inventory of the vessels. Report shall include the Harbor Police Report Number, HIN Number, CF Number or DOC Number, and vessel description. In addition, any damages to vessels shall be photographed, recorded, and submitted attached with the inventory report. If the conditions of the vessel render it unsafe or hazardous to health to enter the interior, Service Provider shall record visually the complete interior of the vessel, which shall become a part of the inventory.
- e. Proceed Against Impounded Vessels. At District's request, Service Provider shall proceed against impounded vessels. Service Provider shall commence lien sale proceedings pursuant to Harbors & Navigation Code §503 or §504 §526 in accordance with applicable laws and the procedures set forth in this Agreement. If Service Provider determines that it is not able to process lien sales without the assistance of legal counsel, Service Provider shall provide District with a written cost proposal to perform such service(s). District reimbursement of such services will not be provided without Task Authorization.

- **State**
Lien Sale proceedings shall be conducted in accordance with Harbors & Navigations Code §500 et seq., specifically Sections 503 and 504 and any amendments or successor enactments to said code sections.
 - **Federal**
Lien Sales of Federally Documented Vessels: Service Provider shall comply with the provisions of 46 CFR §67.83, 46 CFR §7.220, 4 CFR §223, and 46 CFR §7.301 and any amendments or successor enactments to said code sections.
- f. Vessel Assessment. Service Provider may be required to perform as-needed assessment of the vessel to determine basic overall condition of vessel and all equipment. A written report detailing the assessment shall be provided to the District within 24 hours of assessment completion. Report shall include the Harbor Police Report Number, HIN Number, CF Number or DOC Number, name, type, color, a condition report, and estimated value. The vessel assessment report shall also include full-length printed 4"x6" photographs of the vessel's port and starboard sides and the stern and bow and include printed 4"x6" photographs of anything pertinent within the vessel.
- g. Marine Survey. Service Provider may be required to provide as-needed full marine survey of any stored vessels, which shall comply at a minimum with the requirements of Harbors & Navigation Code §526 and shall provide digital photographs and/or videotape which shall be made a part of the Marine Survey.
- h. Small Claims / Legal Proceedings. Service Provider shall provide any services related to small claims proceedings relating to the lien sales of vessels, which may from time to time arise pursuant to Harbors & Navigation Code §503 and §504 and any amendments or successor enactments to said code sections.
- i. Vessel Haul Out. Service Provider shall provide all labor, rigging, and equipment needed to move vessels from water to landside storage at the Service Provider's facility.
- j. Junk Slip Services. Service Provider shall follow the proper procedure and pay the appropriate fees dictated by the State of California Department of Motor Vehicles to become the legal owner and simultaneously obtain a "Junk Slip" expressly and solely for the purpose of demolishing the vessel. District agrees to pay applicable storage and other associated fees outlined in the statement of work, until the vessel is destroyed.

- k. Laydown. Service Provider shall provide labor, equipment, and materials necessary to move and store vessels within the District storage facility.
- l. Vessel Demolition / Disposal. Service Provider shall provide demolition and disposal for any storage vessels and parts thereof. Prior to demolition, all vessels shall be photographed and weighed. Service Provider shall provide a copy of all landfill receipts for payment. Service Provider shall comply with all Local, State, and Federal Government laws. The District reserves the right to dispose of all or part of any vessel at its discretion. Service Provider is responsible for all containment of spills during demolition with no additional costs to the District.

E. Service and Response Time

Service Provider shall provide related vessel services that meet the following response times:

1. Service Calls. When notified by the District Representative, Service Provider shall provide services onsite for all scheduled appointments including weekends. Service Provider shall have an answering service or office personnel available during normal business hours to receive service request notifications.
2. Urgent Calls. When contacted by a District Representative, Service Provider shall respond to urgent calls by telephone within 15 minutes from the time of request for services. Service Provider shall provide services onsite within 30 minutes of initial contact with District Representative, 24 hours, seven days a week, including holidays. Service Provider shall have a representative available by cell phone or pager to receive emergency requests twenty-four hours a day, seven days a week including holidays.
3. Rework. The District Representative shall inspect the quality of work and if required, Service Provider shall correct the work deficiencies at no additional costs to the District.

F. Submittals

Service Provider shall provide the following submittals to the District Representative, prior to the commencement of work.

1. Materials Service Provider shall submit, for District Representative's acceptance, a list of all material proposed to be used under this Agreement.
2. Permits Whenever and/or wherever traffic control is required for public safety and convenience, Service Provider shall obtain a City Traffic

Control Permit(s) for roofing maintenance services. Service Provider shall also obtain all other permits incidental to the service, or made necessary by its operation, including those permits required for night service, overload and equipment, and pay all fees and costs incurred for and by the permit requirements. However, Service Provider shall not be entitled to reimbursement from the District for said fees and costs.

3. Safety Data Sheets (SDS) – Service Provider shall furnish three (3) copies of the SDS for all chemicals used on District properties.
4. 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.

G. 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): If applicable, each Service Provider's personnel that render 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.

H. Licensing and Certification

Service Provider shall maintain all federal, state and local licenses, permits, and certifications required to operate vessel services.

I. Legal

1. Service Provider shall comply with all Local, State, and Federal laws including, but not limited to California Harbors & Navigation Code §500 et seq., and all successor amendments.
2. Return To Owner (RTO). Service Provider shall verify ownership prior to the release of any vessel. Service Provider shall collect total amount due attributed to Service Provider's costs, fees, and expenses at no additional costs to the District. Any liens paid shall be credited back to The District on the next monthly billing. Service Provider agrees to provide access to retrieval areas to vessel owners for the purpose of claiming vessels within a reasonable time after a request made by the vessel owner to Service Provider, during regular business hours.
3. Lien Sales. In the event of a lien sale, Service Provider shall begin all bids at the total value of the liens incurred. In the event of a lien sale, Service Provider shall credit all proceeds back to the District on the next monthly billing. Any bid over and above total value of the lien, shall be divided equally between Service Provider and District.
4. Access to Vessel Storage and Retrieval Areas. Service Provider shall provide access and escort in vessel storage areas to vessel owners for the purpose of obtaining their personal property, not subject to lien, in compliance with Harbors & Navigation Code §509 et seq., and all successor amendments.
5. Release of Ownership. Service Provider shall provide registered owner the option to release ownership of the vessel to the District with the approval of the Bay Control Officer. Upon release, Service Provider shall provide the District a signed copy of the release of ownership.

J. Deductions/Credit

1. If Service Provider fails to meet a response time or fails to perform a service, Service Provider agrees to a five percent (5%) deduction off the total invoice. If the failed service is the result of District Operations beyond the Service Provider's control, no deduction will be applied. Deductions

will be at the discretion of the District Representative based on validation of the circumstances and will be communicated through a Letter of Cure.

2. Credit. Any fees that the District has paid to a vessel that has been RTO shall be credited to the District in the next month's billing.

**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. Invoice(s) 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 (07/01/20 – 06/30/21)

Item No.	Item	Unit of Measure	Amount (\$)
1	Vessel Acceptance and In-Water Storage	LF/DAY	\$ 6.71
2	Off Hours Vessel Acceptance	EA	\$ 58.32
3	Inventory	EA	\$ 452.00
4	Service Provider Landside Storage – Monthly Fees per Vessel	MON	\$ 3,423.26
5	Service Provide Landside Storage – Transportation Per Vessel	EA	\$ 2,142.71
6	Proceed Against Impounded Vessels - State	EA	\$ 1,370.57
7	Proceed Against Impounded Vessels - Federal	EA	\$ 6,830.99
8	Small Claims/Legal Proceedings	EA	\$ 3,411.84

Item No.	Item	Unit of Measure	Amount (\$)
9	Vessel Haul Out - Up to 8 feet	EA	\$ 1,194.15
10	Vessel Haul Out - 8'1" - 15 feet	EA	\$ 1,194.15
11	Vessel Haul Out - 15'1" - 40'	EA	\$ 3,193.14
12	Vessel Haul Out - 40'1" - 65'	EA	\$ 5,176.10
13	Vessel Haul Out - 65'1"+	EA	\$ 7,960.99
14	Transportation Services One Way (Service Provider Lot) - Up to 8 feet	EA	\$ 2,143.34
15	Transportation Services One Way (Service Provider Lot) - 8'1" - 15 feet	EA	\$ 2,143.34
16	Transportation Services One Way (Service Provider Lot) - 15'1" - 40'	EA	\$ 2,143.34
17	Transportation Services One Way (Service Provider Lot) - 40'1" - 65'	EA	\$ 2,143.34
18	Transportation Services One Way (Service Provider Lot) - 65'1"+	EA	\$ 7,975.57
19	Transportation Services One Way (District Provided Lot) - Up to 8 feet	EA	\$ 2,369.34
20	Transportation Services One Way (District Provided Lot) - 8'1" - 15 feet	EA	\$ 2,369.34
21	Transportation Services One Way (District Provided Lot) - 15'1" - 40'	EA	\$ 2,369.34
22	Transportation Services One Way (District Provided Lot) - 40'1" - 65'	EA	\$ 2,369.34
23	Transportation Services One Way (District Provided Lot) - 65'1"+	EA	\$ 6,750.80
24	Junk Slip Services	EA	\$ 1,137.28
25	Lay down - Up to 8 feet	EA	\$ 1,137.28
26	Lay down - 8'1" - 15'	EA	\$ 1,137.28
27	Lay down - 15'1" - 40'	EA	\$ 1,261.22
28	Lay down - 40'1" - 65'	EA	\$ 1,361.82
29	Lay down - 65'1"+	EA	\$ 1,705.93
30	Vessel Demolition/Disposal - Up to 8 feet	EA	\$ 3,419.14
31	Vessel Demolition/Disposal - 8'1" - 15'	EA	\$ 3,419.14
32	Vessel Demolition/Disposal - 15'1" - 40'	EA	\$ 3,419.14
33	Vessel Demolition/Disposal - 40'1" - 65'	EA	\$ 6,642.90
34	Vessel Demolition/Disposal - 65'1" +	EA	\$ 11,365.55
35	Vessel Assessment - Up to 8 feet	EA	\$ 507.15
36	Vessel Assessment - 8'1" - 15'	EA	\$ 507.15
37	Vessel Assessment - 15'1" - 40'	EA	\$ 507.15
38	Vessel Assessment - 40'1" - 65'	EA	\$ 710.01
39	Vessel Assessment - 65'1"+	EA	\$ 710.01
40	Marine Survey - Up to 8 feet	EA	\$ 308.10
41	Marine Survey - 8'1" - 15'	EA	\$ 308.10
42	Marine Survey - 15'1" - 40'	EA	\$ 599.07
43	Marine Survey - 40'1" - 65'	EA	\$ 1,026.98
44	Marine Survey - 65'1"+	EA	\$ 1,711.64
45	Vessel Towing Service Call	HR	\$ 285.00

Term 2 (07/01/21 – 06/30/22)

Item No.	Item	Unit of Measure	Amount (\$)
1	Vessel Acceptance and In-Water Storage	LF/DAY	\$ 6.91
2	Off Hours Vessel Acceptance	EA	\$ 60.07
3	Inventory	EA	\$ 465.56
4	Service Provider Landside Storage – Monthly Fees per Vessel	MON	\$ 3,525.96
5	Service Provide Landside Storage – Transportation Per Vessel	EA	\$ 2,206.99
6	Proceed Against Impounded Vessels - State	EA	\$ 1,411.69
7	Proceed Against Impounded Vessels - Federal	EA	\$ 7,035.92
8	Small Claims/Legal Proceedings	EA	\$ 3,514.21
9	Vessel Haul Out - Up to 8 feet	EA	\$ 1,229.97
10	Vessel Haul Out – 8'1" – 15 feet	EA	\$ 1,229.97
11	Vessel Haul Out - 15'1" – 40'	EA	\$ 3,288.94
12	Vessel Haul Out - 40'1" – 65'	EA	\$ 5,331.38
13	Vessel Haul Out - 65'1"+	EA	\$ 8,199.82
14	Transportation Services One Way (Service Provider Lot) - Up to 8 feet	EA	\$ 2,207.64
15	Transportation Services One Way (Service Provider Lot) - 8'1" – 15 feet	EA	\$ 2,207.64
16	Transportation Services One Way (Service Provider Lot) - 15'1" – 40'	EA	\$ 2,207.64
17	Transportation Services One Way (Service Provider Lot) - 40'1" – 65'	EA	\$ 2,207.64
18	Transportation Services One Way (Service Provider Lot) - 65'1"+	EA	\$ 8,214.83
19	Transportation Services One Way (District Provided Lot) - Up to 8 feet	EA	\$ 2,440.42
20	Transportation Services One Way (District Provided Lot) - 8'1" – 15 feet	EA	\$ 2,440.42
21	Transportation Services One Way (District Provided Lot) - 15'1" – 40'	EA	\$ 2,440.42
22	Transportation Services One Way (District Provided Lot) - 40'1" – 65'	EA	\$ 2,440.42
23	Transportation Services One Way (District Provided Lot) - 65'1"+	EA	\$ 6,953.32
24	Junk Slip Services	EA	\$ 1,171.40
25	Lay down - Up to 8 feet	EA	\$ 1,171.40
26	Lay down - 8'1" – 15'	EA	\$ 1,171.40
27	Lay down - 15'1" – 40'	EA	\$ 1,299.06
28	Lay down - 40'1" – 65'	EA	\$ 1,402.68
29	Lay down - 65'1"+	EA	\$ 1,757.10
30	Vessel Demolition/Disposal - Up to 8 feet	EA	\$ 3,521.72
31	Vessel Demolition/Disposal - 8'1" – 15'	EA	\$ 3,521.72
32	Vessel Demolition/Disposal - 15'1" – 40'	EA	\$ 3,521.72
33	Vessel Demolition/Disposal - 40'1" – 65'	EA	\$ 6,842.19
34	Vessel Demolition/Disposal - 65'1" +	EA	\$ 11,706.51
35	Vessel Assessment - Up to 8 feet	EA	\$ 522.36

Item No.	Item	Unit of Measure	Amount (\$)
36	Vessel Assessment - 8'1" – 15'	EA	\$ 522.36
37	Vessel Assessment - 15'1" – 40'	EA	\$ 522.36
38	Vessel Assessment - 40'1" – 65'	EA	\$ 731.31
39	Vessel Assessment - 65'1"+	EA	\$ 731.31
40	Marine Survey - Up to 8 feet	EA	\$ 317.34
41	Marine Survey - 8'1" – 15'	EA	\$ 317.34
42	Marine Survey - 15'1" – 40'	EA	\$ 617.04
43	Marine Survey - 40'1" – 65'	EA	\$ 1,057.79
44	Marine Survey - 65'1"+	EA	\$ 1,762.99
45	Vessel Towing Service Call	HR	\$ 293.55

Term 3 (07/01/22 – 06/30/23)

Item No.	Item	Unit of Measure	Amount (\$)
1	Vessel Acceptance and In-Water Storage	LF/DAY	\$ 7.12
2	Off Hours Vessel Acceptance	EA	\$ 61.87
3	Inventory	EA	\$ 479.52
4	Service Provider Landside Storage – Monthly Fees per Vessel	MON	\$ 3,631.74
5	Service Provide Landside Storage – Transportation Per Vessel	EA	\$ 2,273.20
6	Proceed Against Impounded Vessels - State	EA	\$ 1,454.04
7	Proceed Against Impounded Vessels - Federal	EA	\$ 7,247.00
8	Small Claims/Legal Proceedings	EA	\$ 3,619.63
9	Vessel Haul Out - Up to 8 feet	EA	\$ 1,266.87
10	Vessel Haul Out – 8'1" – 15 feet	EA	\$ 1,266.87
11	Vessel Haul Out - 15'1" – 40'	EA	\$ 3,387.61
12	Vessel Haul Out - 40'1" – 65'	EA	\$ 5,491.32
13	Vessel Haul Out - 65'1"+	EA	\$ 8,445.81
14	Transportation Services One Way (Service Provider Lot) - Up to 8 feet	EA	\$ 2,273.87
15	Transportation Services One Way (Service Provider Lot) - 8'1" – 15 feet	EA	\$ 2,273.87
16	Transportation Services One Way (Service Provider Lot) - 15'1" – 40'	EA	\$ 2,273.87
17	Transportation Services One Way (Service Provider Lot) - 40'1" – 65'	EA	\$ 2,273.87
18	Transportation Services One Way (Service Provider Lot) - 65'1"+	EA	\$ 8,461.28
19	Transportation Services One Way (District Provided Lot) - Up to 8 feet	EA	\$ 2,513.63
20	Transportation Services One Way (District Provided Lot) - 8'1" – 15 feet	EA	\$ 2,513.63
21	Transportation Services One Way (District Provided Lot) - 15'1" – 40'	EA	\$ 2,513.63
22	Transportation Services One Way (District Provided Lot) - 40'1" – 65'	EA	\$ 2,513.63

Item No.	Item	Unit of Measure	Amount (\$)
23	Transportation Services One Way (District Provided Lot) - 65'1"+	EA	\$ 7,161.92
24	Junk Slip Services	EA	\$ 1,206.54
25	Lay down - Up to 8 feet	EA	\$ 1,206.54
26	Lay down - 8'1" – 15'	EA	\$ 1,206.54
27	Lay down - 15'1" – 40'	EA	\$ 1,338.03
28	Lay down - 40'1" – 65'	EA	\$ 1,444.76
29	Lay down - 65'1"+	EA	\$ 1,809.82
30	Vessel Demolition/Disposal - Up to 8 feet	EA	\$ 3,627.37
31	Vessel Demolition/Disposal - 8'1" – 15'	EA	\$ 3,627.37
32	Vessel Demolition/Disposal - 15'1" – 40'	EA	\$ 3,627.37
33	Vessel Demolition/Disposal - 40'1" – 65'	EA	\$ 7,047.46
34	Vessel Demolition/Disposal - 65'1" +	EA	\$ 12,057.71
35	Vessel Assessment - Up to 8 feet	EA	\$ 538.04
36	Vessel Assessment - 8'1" – 15'	EA	\$ 538.04
37	Vessel Assessment - 15'1" – 40'	EA	\$ 538.04
38	Vessel Assessment - 40'1" – 65'	EA	\$ 753.25
39	Vessel Assessment - 65'1"+	EA	\$ 753.25
40	Marine Survey - Up to 8 feet	EA	\$ 326.86
41	Marine Survey - 8'1" – 15'	EA	\$ 326.86
42	Marine Survey - 15'1" – 40'	EA	\$ 635.55
43	Marine Survey - 40'1" – 65'	EA	\$ 1,089.53
44	Marine Survey - 65'1"+	EA	\$ 1,815.88
45	Vessel Towing Service Call	HR	\$ 302.36

Term 4 (07/01/23 – 06/30/24)

Item No.	Item	Unit of Measure	Amount (\$)
1	Vessel Acceptance and In-Water Storage	LF/DAY	\$ 7.33
2	Off Hours Vessel Acceptance	EA	\$ 63.73
3	Inventory	EA	\$ 493.91
4	Service Provider Landside Storage – Monthly Fees per Vessel	MON	\$ 3,740.69
5	Service Provide Landside Storage – Transportation Per Vessel	EA	\$ 2,341.40
6	Proceed Against Impounded Vessels - State	EA	\$ 1,497.66
7	Proceed Against Impounded Vessels - Federal	EA	\$ 7,464.41
8	Small Claims/Legal Proceedings	EA	\$ 3,728.22
9	Vessel Haul Out - Up to 8 feet	EA	\$ 1,304.88
10	Vessel Haul Out – 8'1" – 15 feet	EA	\$ 1,304.88
11	Vessel Haul Out - 15'1" – 40'	EA	\$ 3,489.23
12	Vessel Haul Out - 40'1" – 65'	EA	\$ 5,656.06
13	Vessel Haul Out - 65'1"+	EA	\$ 8,699.19
14	Transportation Services One Way (Service Provider Lot) - Up to 8 feet	EA	\$ 2,342.09
15	Transportation Services One Way (Service Provider Lot) - 8'1" – 15 feet	EA	\$ 2,342.09

Item No.	Item	Unit of Measure	Amount (\$)
16	Transportation Services One Way (Service Provider Lot) - 15'1" – 40'	EA	\$ 2,342.09
17	Transportation Services One Way (Service Provider Lot) - 40'1" – 65'	EA	\$ 2,342.09
18	Transportation Services One Way (Service Provider Lot) - 65'1"+	EA	\$ 8,715.12
19	Transportation Services One Way (District Provided Lot) - Up to 8 feet	EA	\$ 2,589.04
20	Transportation Services One Way (District Provided Lot) - 8'1" – 15 feet	EA	\$ 2,589.04
21	Transportation Services One Way (District Provided Lot) - 15'1" – 40'	EA	\$ 2,589.04
22	Transportation Services One Way (District Provided Lot) - 40'1" – 65'	EA	\$ 2,589.04
23	Transportation Services One Way (District Provided Lot) - 65'1"+	EA	\$ 7,376.78
24	Junk Slip Services	EA	\$ 1,242.74
25	Lay down - Up to 8 feet	EA	\$ 1,242.74
26	Lay down - 8'1" – 15'	EA	\$ 1,242.74
27	Lay down - 15'1" – 40'	EA	\$ 1,378.17
28	Lay down - 40'1" – 65'	EA	\$ 1,488.10
29	Lay down - 65'1"+	EA	\$ 1,864.11
30	Vessel Demolition/Disposal - Up to 8 feet	EA	\$ 3,736.19
31	Vessel Demolition/Disposal - 8'1" – 15'	EA	\$ 3,736.19
32	Vessel Demolition/Disposal - 15'1" – 40'	EA	\$ 3,736.19
33	Vessel Demolition/Disposal - 40'1" – 65'	EA	\$ 7,258.88
34	Vessel Demolition/Disposal - 65'1" +	EA	\$ 12,419.44
35	Vessel Assessment - Up to 8 feet	EA	\$ 554.18
36	Vessel Assessment - 8'1" – 15'	EA	\$ 554.18
37	Vessel Assessment - 15'1" – 40'	EA	\$ 554.18
38	Vessel Assessment - 40'1" – 65'	EA	\$ 775.85
39	Vessel Assessment - 65'1"+	EA	\$ 775.85
40	Marine Survey - Up to 8 feet	EA	\$ 336.67
41	Marine Survey - 8'1" – 15'	EA	\$ 336.67
42	Marine Survey - 15'1" – 40'	EA	\$ 654.62
43	Marine Survey - 40'1" – 65'	EA	\$ 1,122.21
44	Marine Survey - 65'1"+	EA	\$ 1,870.35
45	Vessel Towing Service Call	HR	\$ 311.43

Term 5 (07/01/24 – 06/30/25)

Item No.	Item	Unit of Measure	Amount (\$)
1	Vessel Acceptance and In-Water Storage	LF/DAY	\$ 7.55
2	Off Hours Vessel Acceptance	EA	\$ 65.64
3	Inventory	EA	\$ 508.73
4	Service Provider Landside Storage – Monthly Fees per Vessel	MON	\$ 3,852.91

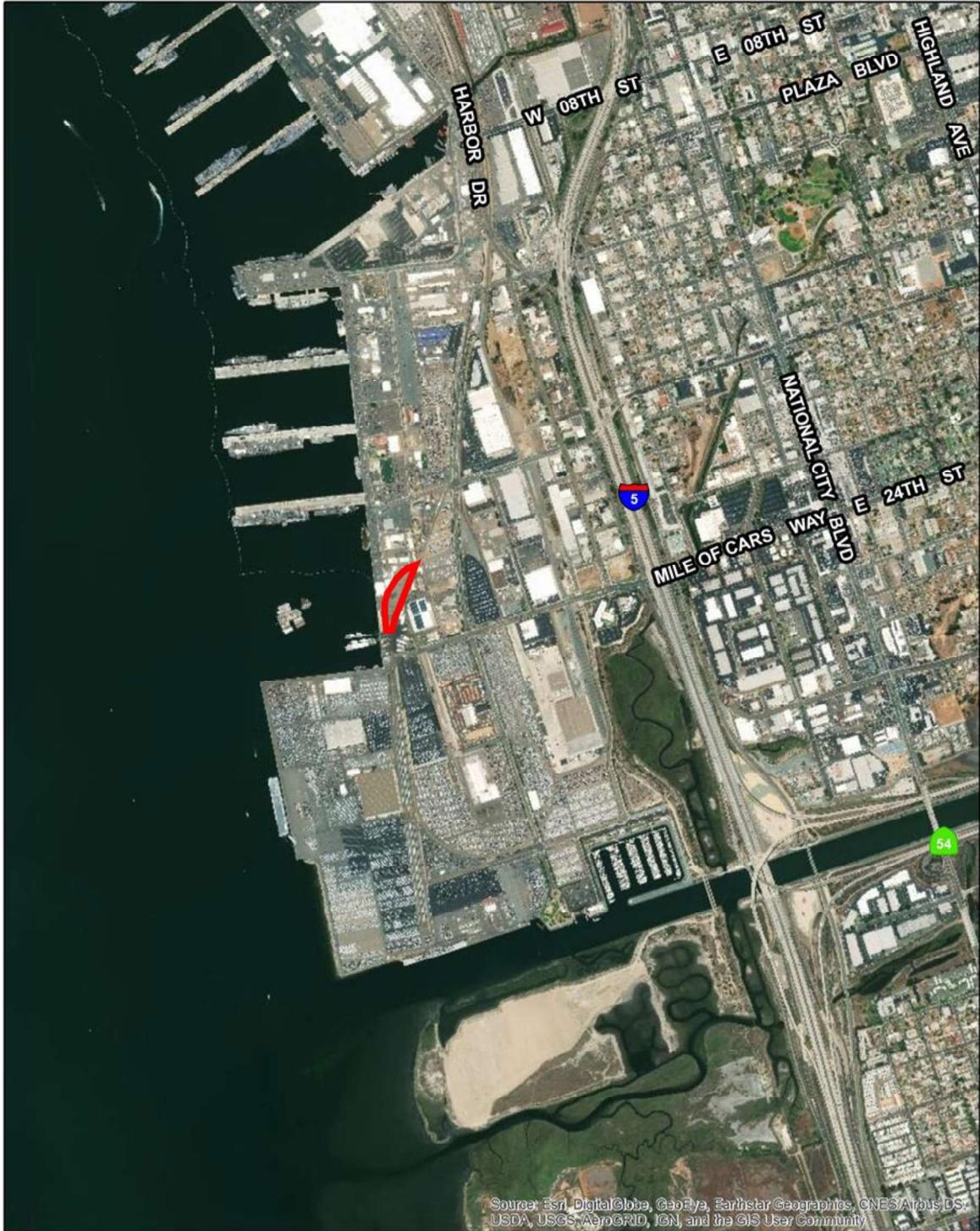
Item No.	Item	Unit of Measure	Amount (\$)
5	Service Provide Landside Storage – Transportation Per Vessel	EA	\$ 2,411.64
6	Proceed Against Impounded Vessels - State	EA	\$ 1,542.59
7	Proceed Against Impounded Vessels - Federal	EA	\$ 7,688.34
8	Small Claims/Legal Proceedings	EA	\$ 3,840.07
9	Vessel Haul Out - Up to 8 feet	EA	\$ 1,344.02
10	Vessel Haul Out – 8'1" – 15 feet	EA	\$ 1,344.02
11	Vessel Haul Out - 15'1" – 40'	EA	\$ 3,593.91
12	Vessel Haul Out - 40'1" – 65'	EA	\$ 5,825.75
13	Vessel Haul Out - 65'1"+	EA	\$ 8,960.16
14	Transportation Services One Way (Service Provider Lot) - Up to 8 feet	EA	\$ 2,412.35
15	Transportation Services One Way (Service Provider Lot) - 8'1" – 15 feet	EA	\$ 2,412.35
16	Transportation Services One Way (Service Provider Lot) - 15'1" – 40'	EA	\$ 2,412.35
17	Transportation Services One Way (Service Provider Lot) - 40'1" – 65'	EA	\$ 2,412.35
18	Transportation Services One Way (Service Provider Lot) - 65'1"+	EA	\$ 8,976.57
19	Transportation Services One Way (District Provided Lot) - Up to 8 feet	EA	\$ 2,666.71
20	Transportation Services One Way (District Provided Lot) - 8'1" – 15 feet	EA	\$ 2,666.71
21	Transportation Services One Way (District Provided Lot) - 15'1" – 40'	EA	\$ 2,666.71
22	Transportation Services One Way (District Provided Lot) - 40'1" – 65'	EA	\$ 2,666.71
23	Transportation Services One Way (District Provided Lot) - 65'1"+	EA	\$ 7,598.09
24	Junk Slip Services	EA	\$ 1,280.02
25	Lay down - Up to 8 feet	EA	\$ 1,280.02
26	Lay down - 8'1" – 15'	EA	\$ 1,280.02
27	Lay down - 15'1" – 40'	EA	\$ 1,419.51
28	Lay down - 40'1" – 65'	EA	\$ 1,532.75
29	Lay down - 65'1"+	EA	\$ 1,920.03
30	Vessel Demolition/Disposal - Up to 8 feet	EA	\$ 3,848.27
31	Vessel Demolition/Disposal - 8'1" – 15'	EA	\$ 3,848.27
32	Vessel Demolition/Disposal - 15'1" – 40'	EA	\$ 3,848.27
33	Vessel Demolition/Disposal - 40'1" – 65'	EA	\$ 7,476.65
34	Vessel Demolition/Disposal - 65'1" +	EA	\$ 12,792.02
35	Vessel Assessment - Up to 8 feet	EA	\$ 570.80
36	Vessel Assessment - 8'1" – 15'	EA	\$ 570.80
37	Vessel Assessment - 15'1" – 40'	EA	\$ 570.80
38	Vessel Assessment - 40'1" – 65'	EA	\$ 799.12
39	Vessel Assessment - 65'1"+	EA	\$ 799.12
40	Marine Survey - Up to 8 feet	EA	\$ 346.77
41	Marine Survey - 8'1" – 15'	EA	\$ 346.77
42	Marine Survey - 15'1" – 40'	EA	\$ 674.26

- 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 thru electronic method is the preferable method. Invoices shall be emailed to **GS_Invoices@portofsandiego.org**. Invoices 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 a 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. Payment will be made to Service Provider within thirty (30) days after receipt by District of a proper invoice.

EXHIBIT A SDUPD LANDSIDE VESSEL STORAGE LOCATION



SDUPD Landside Vessel Storage Lot

This map was generated by the Port of San Diego online GIS.

0 750 1,500 2,250 3,000 Feet

Author: Allen Broughton Date Created: 11/28/2019 8:10:13 AM

**EXHIBIT B
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:

Project Manager:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: Project Manager

Firm: _____

Date: _____

Date: _____

Manager:

Director/Chief Engineer:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: Manager

Title: Director/Chief Engineer

Date: _____

Date: _____

EXHIBIT C 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.
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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)
	Date: _____

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