

(7)

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN  
SAN DIEGO UNIFIED PORT DISTRICT  
and  
NATURESCAPE SERVICES, INC.  
for  
AS NEEDED TRASH AND LITTER SERVICES  
AGREEMENT NO. 311-2017JR**

The parties to this Amendment No. 1 to Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and NATURESCAPE SERVICES, INC., a California Corporation (Service Provider).

Recitals:

District and Service Provider are parties to an Agreement for As Needed Trash and Litter Services. The agreement is on file in the Office of the District Clerk as Document No. 67630 dated January 03, 2018. It is now proposed to remove and revise Attachment B.

The Parties Agree:

1. Attachment B, **COMPENSATION & INVOICING**, is replaced with the revised Attachment B dated June 18, 2018.

\*\*\*\*\*END OF PAGE\*\*\*\*\*

2. All other terms, covenants, and conditions in the original Agreement shall remain in full force and effect and shall be applicable to this Amendment.

**SAN DIEGO UNIFIED PORT DISTRICT**

**NATURESCAPE SERVICES, INC.**

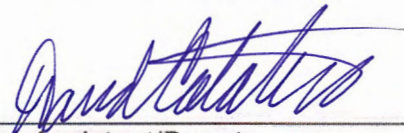


Cid Tesoro  
Assistant Vice President



Randy Bates  
Chief Operating Officer

Approved as to form and legality:  
GENERAL COUNSEL



By: Assistant/Deputy

A manually signed copy of this Amendment 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 Amendment.

**ATTACHMENT B  
COMPENSATION & INVOICING  
San Diego Unified Port District  
Revised: June 18, 2018**

**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 Fixed Fee.

(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.

\*\*\*\*\*END OF PAGE\*\*\*\*\*

**Term 1: 07/01/18 – 06/30/19**

<b>No.</b>	<b>Location</b>	<b>Unit of Measure</b>	<b>Unit Price Per Day</b>	<b>Unit Price Per Holiday</b>
1	Shelter Island Park	Per Day	\$125.00	\$173.80
2	America's Cup Harbor	Per Day	\$8.75	\$13.10
3	Spanish Landing Park	Per Day	\$82.00	\$131.50
4	Harbor Island Park	Per Day	\$51.50	\$82.80
5	Tuna Harbor	Per Day	\$31.00	\$51.00
6	EMP North	Per Day	\$54.00	\$81.80
7	EMP South	Per Day	\$61.00	\$103.85
8	Cesar Chavez Park	Per Day	\$16.00	\$26.00
9	Coronado Tidelands Park	Per Day	\$189.00	\$275.00
10	National City Pepper Park	Per Day	\$41.50	\$62.50
11	Chula Vista Bayside Park	Per Day	\$73.20	\$108.25
12	Chula Vista Bayfront Park	Per Day	\$66.50	\$102.50
13	Chula Vista Marina View Park	Per Day	\$22.90	\$36.50
14	Crescent Area (Boardwalk area from Coast Guard to Tuna Harbor)	Per Day	\$142.80	\$213.70
15	Broadway Pavilion & Pier (Boardwalk in front of Pavilion and outside area on the pier)	Per Day	\$16.80	\$24.50
16	Coronado Ferry Landing	Per Day	\$48.75	\$81.20

**Term 2: 07/01/19 – 06/30/20**

<b>No.</b>	<b>Location</b>	<b>Unit of Measure</b>	<b>Unit Price Per Day</b>	<b>Unit Price Per Holiday</b>
1	Shelter Island Park	Per Day	\$128.75	\$179.01
2	America's Cup Harbor	Per Day	\$9.01	\$13.49
3	Spanish Landing Park	Per Day	\$84.46	\$135.45
4	Harbor Island Park	Per Day	\$53.05	\$85.28
5	Tuna Harbor	Per Day	\$31.93	\$52.53
6	EMP North	Per Day	\$55.62	\$84.25
7	EMP South	Per Day	\$62.83	\$107.70
8	Cesar Chavez Park	Per Day	\$16.48	\$26.78
9	Coronado Tidelands Park	Per Day	\$194.67	\$283.25
10	National City Pepper Park	Per Day	\$42.75	\$64.38
11	Chula Vista Bayside Park	Per Day	\$75.40	\$111.50
12	Chula Vista Bayfront Park	Per Day	\$68.50	\$105.58
13	Chula Vista Marina View Park	Per Day	\$23.59	\$37.60
14	Crescent Area (Boardwalk area from Coast Guard to Tuna Harbor)	Per Day	\$147.08	\$220.11
15	Broadway Pavilion & Pier (Boardwalk in front of Pavilion and outside area on the pier)	Per Day	\$17.30	\$25.24
16	Coronado Ferry Landing	Per Day	\$50.21	\$83.64

**Term 3: 07/01/20 – 06/30/21**

<b>No.</b>	<b>Location</b>	<b>Unit of Measure</b>	<b>Unit Price Per Day</b>	<b>Unit Price Per Holiday</b>
1	Shelter Island Park	Per Day	\$132.61	\$184.38
2	America's Cup Harbor	Per Day	\$9.28	\$13.90
3	Spanish Landing Park	Per Day	\$86.99	\$139.51
4	Harbor Island Park	Per Day	\$54.64	\$87.84
5	Tuna Harbor	Per Day	\$32.89	\$54.11
6	EMP North	Per Day	\$57.29	\$86.78
7	EMP South	Per Day	\$64.71	\$110.93
8	Cesar Chavez Park	Per Day	\$16.97	\$27.58
9	Coronado Tidelands Park	Per Day	\$200.51	\$291.75
10	National City Pepper Park	Per Day	\$44.03	\$66.31
11	Chula Vista Bayside Park	Per Day	\$77.66	\$114.84
12	Chula Vista Bayfront Park	Per Day	\$70.55	\$108.74
13	Chula Vista Marina View Park	Per Day	\$24.29	\$38.72
14	Crescent Area (Boardwalk area from Coast Guard to Tuna Harbor)	Per Day	\$151.50	\$226.71
15	Broadway Pavilion & Pier (Boardwalk in front of Pavilion and outside area on the pier)	Per Day	\$17.82	\$25.99
16	Coronado Ferry Landing	Per Day	\$51.72	\$86.15

**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.

a. 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. 311-2017JR
- (2) If applicable, the Task Authorization(s) (TA) number 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. 68594, and that payment has not been received."

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

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

c. Invoices shall be mailed to the attention of: **General Services Department, Attn: Invoice Processing Center, 1400 Tidelands Ave., National City, CA 91950**

d. 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.

e. 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.