

**AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.
for
REGIONAL HARBOR MONITORING PROGRAM
AGREEMENT NO. 27-2022JR**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC., a Nevada 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 July 1, 2022 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 \$1,525,000.00. 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. 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>
Laboratory Data Consultants, Inc.	Third Party review of Analytical Chemistry Data
MBC Aquatic Sciences	Third Party review of Benthic Infauna Laboratory Results
Merkel and Associates	Field Collection Support and collection, sorting, and identification of benthic organisms

Seaventures, Inc.

Collection boat and equipment for water, sediment, and fish collection, and field operation support

- c. 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 B, 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 B 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. Service Provider shall, not later than sixty (60) days prior to the expiration of each anniversary of the effective date of this Agreement, provide a written report describing Service Provider's actions and results in furtherance of its commitment to diversity, equity, and inclusion, as well as provide an updated Employment & Ownership Report in the form attached hereto as Exhibit C, or updated form provided by District. Service Provider's report shall not identify individual subconsultants and employees by name. If Service Provider fails to provide such report and/or Exhibit C, as

required, the District may terminate this Agreement, effective immediately, by providing written notice of such termination.

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:

Kelly Tait
Planning and Green Port
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
Tel. (619) 686-6372
Email: ktait@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:

Barry Snyder
Wood Environment & Infrastructure Solutions, Inc.
9177 Sky Park Court
San Diego, CA 92123
Tel. (858) 354-8340
Email: barry.snyder@woodplc.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

WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.

Lesley Nishihira
Director, Planning

Barry Snyder

Barry Snyder
Aquatic Sciences Branch Manager

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

1. SCOPE OF SERVICES

a. General Information

- (1) Service Provider to provide program design and support, sample collection, analysis of biological, chemical and toxicological data, reporting and scientific counsel for the implementation of the Regional Harbor Monitoring Program (RHMP).
- (2) The Service Provider(s) will furnish all labor, materials, tools, equipment, and incidentals necessary to collect, transport, and analyze samples.

b. Project Objective

- (1) The selected Service Provider(s) will provide expert scientific, professional, and technical support for the planning, implementation, sampling, analysis, and reporting of the RHMP to assess status and trends in the quality of water, sediments, and aquatic life in Dana Point Harbor, Oceanside Harbor, Mission Bay, and San Diego Bay.

c. General Scope of Services

- (1) The Service Provider(s) will be required to represent the RHMP Agencies by attending and participating in Bight Program planning meetings, design monitoring programs, conduct monitoring and sample collection, and provide a variety of analytical and reporting services for the RHMP Agencies. The work should be focused on collecting information pertaining to ambient conditions, evaluating the status of beneficial uses and trends, and identifying and determining the sources and effects of pollutants in the four harbors. A summary of the methods, results, and subsequent analyses is required. A discussion of the results as they pertain to the RHMP questions is also expected. Additional focused studies and reporting may be required as well, pending the proposed program design. All work will be incorporated into deliverables including a technical report and a public-friendly document.
- (2) The SDRWQCB has been meeting with various San Diego Bay stakeholders in efforts to implement a Unified Monitoring Approach. At this time, there are no changes to the RHMP Program. However, aligning RHMP monitoring framework with Unified Monitoring goals had been discussed in a series of meetings with the SDRWQCB and San Diego Bay stakeholders during 2019 and 2020. As a result, the RHMP may further

evolve from what is discussed below based on the progress of the Unified Monitoring Approach and Bight planning which begins in summer 2022.

- d. The Service Provider(s) will perform the following tasks:

Phase 1 (Year 1):

(1) Meeting Support (Phase 1)

- (a) Attend meetings with the District, Cities, County and necessary stakeholders, which may include District tenants, SDRWQCB, members of the public, or the scientific community. Meetings may be conducted to design monitoring plans and special studies, discuss program progress, present results, and/or provide technical and scientific counsel. In some instances, the Service Provider may be required to attend meetings on behalf of the RHMP Agencies. Furthermore, the Service Provider may be required to prepare presentations and/or provide relevant literature or other forms of documentation during meetings.

(2) Work Plan

- (a) Prior to monitoring, the Service Provider is expected to develop a work plan outlining the Core Monitoring Program (discussed below), which shall include, but not be limited to: a schedule of monitoring, analysis, and reporting; sequence of work; and a list of team members and roles (including those of sub-consultants).

(3) Sample Design

- (a) The foundation of the RHMP is a monitoring program to assess the quality of water, sediments, aquatic life, and trends within the RHMP harbors. The Service Provider(s) should design a program that can adequately answer the RHMP core monitoring questions. The Service Provider(s) is (are) expected to review and become familiar with the sample design, monitoring requirements, data, and methods used to conduct monitoring and analysis associated with the 2008, 2013 and 2018 RHMP as well as the Bight Program. In addition, the monitoring program shall generally comply with the 2012 SDRWQCB Staff Report "A Framework for Monitoring and Assessment in the San Diego Region"¹ as well as the 2015 SDRWQCB Strategy for a Healthy San Diego Bay⁵. A review of

¹ A Framework for Monitoring and Assessment in the San Diego Region. Staff Report. California Regional Water Quality Control Board, San Diego Region. 2012.

http://www.waterboards.ca.gov/sandiego/board_info/agendas/2012/Dec/item9/Item_9-Supporting_Doc_2.pdf

⁵Strategy for a Healthy San Diego Bay

http://www.waterboards.ca.gov/sandiego/water_issues/programs/sdbay_strategy/index.shtml

methodologies in similar monitoring programs shall be conducted to ensure best practices and industry standards are used. If the sample design or methodologies practiced in the 2008, 2013 and 2018 RHMP need to be updated or revised, the Service Provider(s) should propose new methodology that will provide a defensible comparison to previous results and trends (see attached Meeting Minutes).

- (b) All programs should be designed to integrate with existing or future monitoring programs that are regularly conducted in the region, including National Pollutant Discharge Elimination System (NPDES) monitoring, Total Maximum Daily Load (TMDL) monitoring, Water Quality Improvement Plan (WQIP) monitoring, Unified monitoring and the San Diego Bay Strategy, and other permit compliance monitoring, ongoing special studies, and, most importantly, the Bight Program. Additionally, the RHMP and all accompanying analytical results must be designed to be comparable with the California's Surface Water Ambient Monitoring Program (SWAMP).

(4) Quality Assurance Project Plan

- (a) For the core monitoring program and/or each focused study, the Service Provider(s) shall provide a Quality Assurance Project Plan (QAPP) that outlines all quality assurance/quality control procedures. The QAPP shall have all of the 24 elements consistent with SWAMP requirements. The QAPP shall be prepared prior to monitoring (core monitoring or focused monitoring) and submitted to the RHMP Agencies and/or SWAMP for review and approval. A copy of the approved QAPP shall be present with the Service Provider(s) during monitoring events and shall be strictly followed. The QAPP must be included in the final report(s). If approved methods deviate from the sample design, monitoring program, analytical approach, or QAPP or data is determined to contain errors, the District shall be notified immediately and a remedy shall be implemented to correct the problem or inaccuracy. If the Service Provider(s) choose to sub-contract analytical work or other work to an outside vendor, applicable standard operating procedures (SOPs) should be provided and included as appendices of the QAPP subject to review by the RHMP Agencies.

Phase 2 (Year 2, and as needed Years 3 through 5):

(1) Monitoring

- (a) It is anticipated that the program may require different types of monitoring efforts to address the RHMP questions. Core monitoring will be used to evaluate ambient conditions and the

status of long-term trends. Focused studies may be designed to answer specific questions that do not require long-term assessment. Details on each monitoring program's requirements are defined below.

(A) Core (Ambient) Monitoring

- i. Core monitoring will include the collection of data regarding status of physical, chemical, and biological indicators as well as observations of trash and debris. The core monitoring program should provide adequate information to address the core monitoring questions and allow statistically valid statements to be made about the status of conditions and trends (improving or degrading over time) in each harbor as well as the harbors as a whole.
- ii. Samples will be collected during the summer months in each harbor (July through September 2023). The summer months were selected for the monitoring period because these months represent stabilization of the benthic community following winter storms and spring generation of organisms. This timing allows for integration with the Bight Program, which is scheduled for the summer of 2023. The core sampling schedule, procedures, quality assurance requirements, methodologies for all indicators, and data standardization/management must be consistent with the Bight Program as the data collected during the RHMP will be integrated into the Bight dataset. The Bight Program has fully developed protocols that will be adapted to the RHMP. As stated, the core monitoring program shall be designed so that a defensible comparison to the 2008, 2013, and 2018 RHMP results can be analyzed and discussed. The design elements detailed here will be used as part of the RHMP core monitoring program.
- iii. Monitoring Indicators:
 - 1) The general components of monitoring are listed below.
 - 1) Water: general parameters, chemistry, toxicity
 - 2) Sediment: chemistry, grain size, benthic community, and toxicity
 - 3) Fish and Macroinvertebrates (trawls): abundance, biomass, community indices, and tissue
 - 4) Trash: type, abundance, location

Lists of indicators including units of measurement and reporting limits are presented as an example in Attachment A to this RFP. The final list of indicators will be reviewed prior to monitoring and may be adjusted to compliment the 2023 Bight Program or other needs.

- iv. Previously, in 2008, 2013 and 2018, the harbors have been portioned into five strata for the purposes of the RHMP. These strata may continue to be used to facilitate sample design during the new program, with the possibility of additional strata and the numbers of sampling stations within each changing from previous sampling as Bight 2023 planning begins. The five strata previously used are listed below:

- 1) Freshwater inputs
- 2) Shallow water
- 3) Deep water
- 4) Marinas
- 5) Port/Industrial

The extent and identification of strata for each harbor during 2008, 2013 and 2018 are available in a GIS format.

- v. Water and sediment sampling stations shall be present within each stratum. All stations, including trawl sampling stations, shall be selected according the 2023 Bight Program protocols and remain similar to the sampling design presented in the 2008, 2013 and 2018 RHMP. Sampling station location names and geographic coordinates will be provided to the Service Provider(s) prior to the commencement of monitoring. The number of water and sediment stations shall not exceed 75; trawl stations shall not exceed 18.

(B) Focus Studies Monitoring

- i. Research that is suitable for focused studies based on the results and analysis of the core monitoring program may be conducted. These studies may be designed and conducted in designated portions of all or some of the harbors.
- ii. Studies will be developed in conjunction with input from the RHMP Agencies and will address common, emerging, or high priority issues on an as-needed basis.

- iii. All monitoring programs will be designed with consideration of existing programs, such as unified monitoring, NPDES, TMDL, or other permit required monitoring programs, so that resources are effectively leveraged and efforts are not duplicated.
- iv. One possible new area of focus may be related to the development of a new program component that will seek to address and characterize trash and debris in the harbors. This potential new focus will address data gaps while not overlapping with trash and debris programs already in place via other monitoring programs (see attached Meeting minutes).

(2) **Quality Assurance**

(a) **Internal QA Officer**

(A) A QA Officer within the Service Provider(s) team shall be used to review draft laboratory data to ensure consistency with the project QAPP and determine the quality of all draft, raw data prior to conducting and interpreting statistical analyses, drawing scientifically valid conclusions, and developing a draft report. A report that ensures data accuracy and consistency with the QAPP shall be presented to the RHMP Agencies for review prior to the development of draft report(s) (including laboratory reports) and shall be included in the final project report(s) appendices.

(b) **Third Party Review**

(A) As required by SWAMP, a third-party QA Officer shall be used to review draft laboratory data to ensure consistency with the project QAPP and determine the quality of all draft, raw data prior to conducting and interpreting statistical analyses, drawing scientifically valid conclusions, and developing a draft report. A third-party QA Officer shall be assigned from a third-party firm or competent professional who is familiar with SWAMP but is not involved in the acquisition processes. A report to ensure data accuracy and consistency with the QAPP shall be presented to the RHMP Agencies for review prior to the development of draft report(s) (including laboratory reports) and shall be included in the final project report(s) appendices.

(3) **Equipment**

(a) The Service Provider(s) will be responsible for furnishing all equipment and materials, including a boat, required to complete all phases of the RHMP. All disposable materials furnished by the Service Provider(s) will be new and unused materials only and must be approved by the District before use. Service Provider will provide sample collection containers, coolers, sample labels, sample preservative supplies, filter media and chain of custody forms, as needed. Sample collection containers will include the appropriate preservative, if required. Service Provider will also be responsible for transporting samples to the analytical laboratories within required holding times.

(b) Waste generated by the Service Provider(s) and/or Sub-Contractors during District activities shall be the Service Provider's responsibility to store, transport, and dispose of in accordance with federal, state, and local laws. The District, Cities, and County shall remain liable as generator of the waste from each jurisdiction according to law. Service Provider shall be responsible for proper storage and ensure that a proper transporter and disposal facility has been approved. All contractors shall comply with California and Federal OSHA regulations, or any other appropriate laws. Service Provider personnel assigned to collect samples for the District must be 40-hour OSHA trained per 29 CFR 1910.120. The laboratory or laboratories providing analysis of samples must be certified by the California Department of Public Health or applicable agency.

(4) **Analysis and Reporting**

(a) **Analysis**

(A) The Service Provider(s) shall become familiar with the analytical methods used in the previous RHMP studies and apply similar or consistent methods to assess the quality of water, sediments, aquatic life, and trends within the RHMP harbors. The analysis shall be conducted with regard to the RHMP questions and to determine if beneficial uses are being protected and attained. As necessary, analysis shall provide statistically valid statements to be made about the status of conditions and trends. New analyses will likely be required and will be addressed as planning progresses for the 2023 RHMP Monitoring event. Analytical methods shall remain consistent with the 2018 Bight Program and should follow current industry standard guidelines for marine

analysis (ie, Sediment Quality Objectives, Benthic Response Index, etc.).

- (B) If the analytical methods need to be revised or updated, the new analytical methods shall provide for a comparable analysis to previous methods and results. Revisions and/or updates shall be presented to and discussed with the RHMP Agencies, as applicable.

(b) Reporting

- (A) For all RHMP deliverables associated with this contract, the Service Provider(s) shall prepare and submit a draft report(s) summarizing the background and purpose of the project, methods pertaining to field sample collection, reporting limits, and analysis, limitations of the methodology (as necessary), results, a discussion regarding the RHMP questions and relevant information, and final conclusions. An executive summary and list of references, as needed, shall also be included. Specific recommendations for the reporting format and/or inclusion of additional information shall be decided upon by the RHMP Agencies.
- (B) In addition to technical, scientific reports associated with the Core Monitoring Program and/or Focused Studies, a final synthesis report summarizing the findings of the entire RHMP program shall be prepared prior to the conclusion of the contract. The synthesis report shall be used to convey the goals and results of the RHMP and developed and formatted in a public-friendly manner similar to work products such as the "Pulse of the Estuary" reports produced by the San Francisco Estuary Institute².
- (C) The RHMP Agencies shall review and comment on the draft report(s). Based on comments, the Service Provider will revise the draft report and submit final copies – 1 Word version, 5 hard copies, and 8 CD-ROMs to the District. Final reports shall also include but not be limited to field sampling logs, station GPS coordinates, QAPP, chains-of-custody, raw chemical and biological data, complete mortality and water quality tables, bioaccumulation data, sediment chemistry, and reports associated with independent third party review. Appendices containing all of the chemical and biological analyses QA/QC data shall also be provided. Electronic versions of data should be formatted according to an agreed upon standard (ie, SWAMP and/or Bight

² Refer to the San Francisco Estuary Institute website at www.sfei.org

formatting) for input into the District's data management structure.

(5) **Electronic Data Submittal Standards**

- (a) The District's Environmental Protection Department is implementing environmental Electronic Data Deliverable (EDD) Specifications to standardize and streamline the process by which environmental data are collected, organized, compiled, stored, processed, reported, transmitted, and archived. EDD Specifications will allow the District to access summary and detailed information on a data management and geographic information systems (GIS) platform.
- (b) EDD Specifications shall be used under this contract including the collection of project and field environmental data and measurements, laboratory analysis, and reports. EDD Specification-compliant deliverables are required for all field investigations and field sampling activities for all media. EDD Specification-compliant electronic deliverables will generally include, but will not be limited to:
- (A) site location information,
 - (B) project information,
 - (C) locational and sample data,
 - (D) field measurements,
 - (E) physical, chemical, and biological measurements assessed,
 - (F) electronic submission of laboratory reports, and
 - (G) electronic submission of all paper document submittals.
- (c) All electronic submittals shall conform to EDD Specifications and shall be submitted in a format that is consistent with software used by the District. The EDD Specification-compliant electronic submittals, including but not limited to, reports, figures, appendices, data tables, spreadsheets, and database files pertaining to the program shall be submitted to the District for all tests performed unless other arrangements have been approved by the District. The District may specify additional electronic submittals.
- (d) All laboratory reports will be typewritten, well presented, easily understood, and consistent in format. QA/QC results will also be included with the analytical results. Laboratory report pages shall be numbered and contain the name of the laboratory responsible for analysis.'

(e) All laboratory reports will contain the name of the laboratory, sample identification number, name of the analytical test, analytical results, date the samples were analyzed, the time analysis was initiated, percent standard deviation, description of and results of control runs and method blank analysis, and the name of the person responsible for analysis.

(6) **Quality of Work**

(a) All work shall be conducted in accordance with current criteria and regulations established by District and regulatory agencies. All plans and laboratory reports shall be typewritten, neat, and legible. All elements of submittal from Service Provider(s) shall be completely and thoroughly checked by the Service Provider(s) before submittal to the District.

(b) Service Provider(s) shall ensure all QAPP procedures are strictly followed by its project staff as well as by its sub-contractors. The QAPP must meet SWAMP requirements. The QAPP shall include but not be limited to documentation of analytical reproducibility, analytical detection limits, reference materials, instrument calibration, and record keeping for various tests, which are consistent with applicable standard protocols. The appropriate analysis of blanks, reagent blanks, and standard reference materials shall be performed.

(7) **Liaison with District**

(a) Service Provider(s) shall designate one person as the Project Manager who shall be cognizant of the District's requirements and ensure these requirements are met during the course of these services. The Service Provider shall provide project updates, discuss problem areas, and obtain additional direction from the District as required. All liaisons with the District shall be through the Environmental Protection Department.

**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 Fixed Fee, and/or Time and Materials.

(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.

TASK NO.	DESCRIPTION OF TASK	FIXED FEE AMOUNT
TASK 1	Work Plan	\$90,000.00
TASK 2	Quality Assurance Project Plan (QAPP)	\$35,000.00
TOTAL:		\$125,000.00

(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.

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

POSITION TITLE	FULLY BURDENED HOURLY RATE
Principal	\$210.00
Associate 2	\$170.00
Associate 1	\$160.00
Senior 1	\$130.00
Eng./Scientist Professional 3	\$120.00
Eng./Scientist Professional 1	\$90.00
Senior 2	\$150.00
Administrative Staff 6	\$110.00
Functional/Professional 3	\$100.00
Eng./Scientist Professional 2	\$100.00
Administrative Staff 4	\$80.00

- (a) 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.
- (b) Additional classifications and fully burdened hourly rates not listed in the Rate Schedule above may be authorized via Task Authorization with the approval of the District's Project Manager.

(2) **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. **27-2022JR**
 - (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. _____, 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. Invoices shall be e-mailed to jhabib@portofsandiego.org attention: **Joely Habib, Environmental Protection**,
- 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 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)

<p>MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION:</p> <p>San Diego Unified Port District c/o Ebix BPO P.O. Box 100085 – 185 Duluth, GA 30096 – OR – Email to: portofsandiego@ebix.com</p>

EXHIBIT C



Employment and Ownership Report

Submitted to:

**Diversity, Equity, and Inclusion
Port of San Diego**

Submitted by:

Name of Business	
Contact Person	
Address	
City, State, Zip Code	
Phone Number	
FAX Number	
E-Mail Address	
Date	
Signature	

The submittal of this information and subsequent DEI updates and/or reports required by Agreement language is for recordkeeping and tracking purposes only and will not be used as a basis for decisions, unless Service Provider fails to provide such information.

A. Employment Report

Job Categories	Number of Employees – Report Employees in only one category Race/Ethnicity														Total Col A-U							
	Women							Men														
	White	Black or African American	Hispanic	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	White	Black or African American	Hispanic	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	White	Black or African American	Hispanic	Nonbinary	Asian	American Indian or Alaska Native	Two or More Races	
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V
Executives																						
Mid-Level Executives																						
Professionals																						
Technicians																						
Sales Workers																						
Admin Support																						
Craft Workers																						
Operatives																						
Laborers																						
Service Workers																						
Total																						

B. Explanation for Completing Employment Data

Employment data must include ALL current full-time and part-time employees. Employees must be counted by sex and race/ethnic category for each of the occupational categories. You may acquire the race/ethnic information necessary for this report either by voluntary self-identification surveys of the workforce, or from post-employment records, or visual surveys of the workforce. Eliciting information on the race/ethnic identity of an employee by direct inquiry is not allowed.

For the purpose of this report, an employee may be included in the group to which they appear to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
- White – A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
- Black or African American – A person having origins in any of the Black racial groups of Africa.
- Native Hawaiian or Other Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- Asian – A person having origins in any of the original peoples of the Far East, Southeast Asian, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- American Indian or Alaska Native – A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- Two or More Races – All persons who identify with more than one of the above five races.

To assist you in determining where to place your jobs within the occupational categories, a description of job categories is as follows:

- ***Executives (Officials and Managers):*** Individuals, who plan, direct and formulate policies, set strategy and provide the overall direction of enterprises/organizations for the development and delivery of products or services, within the parameters approved by boards of directors or other governing bodies. Residing in the highest levels of organizations, these executives plan, direct or coordinate activities with the support of subordinate executives and staff managers. They include, in larger organizations, those individuals within two reporting levels of the CEO, whose responsibilities require frequent interaction with the CEO. Examples of these kinds of managers are chief executive officers, chief operating officers, chief financial officers, line of business heads, presidents or executive vice presidents of functional areas or operating groups, chief

information officers, chief human resources officers, chief marketing officers, chief legal officers, management directors and managing partners.

- **Mid-Level Executives:** Individuals who serve as managers, other than those who serve as Executive/Senior Level Officials and Managers, including those who oversee and direct the delivery of products, services, or functions at group, regional or divisional levels of organizations. These managers receive directions from the Executive/Senior Level management and typically lead major business units. They implement policies, programs, and directives of executive/senior management through subordinate managers and within the parameters set by Executive/Senior Level management. Examples of these kinds of managers are vice presidents and directors, group, regional or divisional controllers; treasurers; human resources, information systems, marketing, and operations managers. The First/Mid-Level Officials and Managers subcategory also includes those who report directly to middle managers. These individuals serve at functional, line of business segment or branch levels and are responsible for directing and executing the day-to-day operational objectives of enterprises/organizations, conveying the directions of higher-level officials and managers to subordinate personnel and, in some instances, directly supervising the activities of exempt and non-exempt personnel. Examples of these kinds of managers are: first-line managers; team managers; unit managers; operations and production managers; branch managers; administrative services managers; purchasing and transportation managers; storage and distribution managers; call center or customer service managers; technical support managers; and brand or product managers.
- **Professionals:** Most jobs in this category require bachelor and graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications. Examples of these kinds of positions include accountants and auditors; airplane pilots and flight engineers; architects; artists; chemists; computer programmers; designers; dietitians; editors; engineers; lawyers; librarians; mathematical scientists; natural scientists; registered nurses; physical scientists; physicians and surgeons; social scientists; teachers; and surveyors.
- **Technicians:** Jobs in this category include activities that require applied scientific skills, usually obtained by post-secondary education of varying lengths, depending on the particular occupation, recognizing that in some instances additional training, certification, or comparable experience is required. Examples of these types of positions include drafters; emergency medical technicians; chemical technicians; and broadcast and sound engineering technicians.
- **Sales Workers:** These jobs include non-managerial activities that wholly and primarily involve direct sales. Examples of these types of positions include advertising sales agents; insurance sales agents; real estate brokers and sales agents; wholesale sales representatives; securities, commodities, and financial services sales agents; telemarketers; demonstrators; retail salespersons; counter and rental clerks; and cashiers.
- **Administrative Support Workers:** These jobs involve non-managerial tasks providing administrative and support assistance, primarily in office settings. Examples of these types of positions include office and administrative support workers; bookkeeping; accounting

and auditing clerks; cargo and freight agents; dispatchers; couriers; data entry keyers; computer

operators; shipping, receiving and traffic clerks; word processing and typists; proofreaders; desktop publishers; and general office clerks.

- **Craft Workers:** Most jobs in this category include higher skilled occupations in construction (building trade craft workers and their formal apprentices) and natural resource extraction workers. Examples of these types of positions include boilermakers; brick and stone masons; carpenters; electricians; painters (both construction and maintenance); glaziers; pipe layers; plumbers, pipe fitters and steamfitters; plasterers; roofers; elevator installers; earth drillers; derrick operators; oil and gas rotary drill operators; and blasters and explosive workers. This category also includes occupations related to the installation, maintenance and part replacement of equipment, machines, and tools, such as: automotive mechanics; aircraft mechanics; and electric and electronic equipment repairers. This category also includes some production occupations that are distinguished by the high degree of skill and precision to perform them, based on clearly defined task specifications, such as millwrights, etchers, and engravers; tool and die makers; and pattern makers.
- **Operatives:** Most jobs in this category include intermediate skilled occupations and include workers who operate machines or factory-related processing equipment. Most of these occupations do not usually require more than several months of training. Examples include textile machine workers; laundry and dry-cleaning workers; photographic process workers; weaving machine operators; electrical and electronic equipment assemblers; semiconductor processors; testers, graders, and sorters; bakers; and butchers and other meat, poultry, and fish processing workers. This category also includes occupations of generally intermediate skill levels that are concerned with operating and controlling equipment to facilitate the movement of people or materials, such as: bridge and lock tenders; truck, bus, or taxi drivers; industrial truck and tractor (forklift) operators; parking lot attendants; sailors; conveyor operators; and hand packers and packagers.
- **Laborers:** Jobs in this category include workers with more limited skills who require only brief training to perform tasks that require little or no independent judgment. Examples include production and construction worker helpers; vehicle and equipment cleaners; laborers; freight, stock, and material movers; service station attendants; construction laborers; refuse and recyclable materials collectors; septic tank services; and sewer pipe cleaners.
- **Service Workers:** Jobs in this category include food service, cleaning service, personal service, and protective service activities. Skill may be acquired through formal training, job-related training, or direct experience. Examples of food service positions include cooks; bartenders; and other food service workers. Examples of personal service positions include medical assistants and other healthcare support positions; hairdressers; ushers; and transportation attendants. Examples of cleaning service positions include cleaners; janitors; and porters. Examples of protective service positions include transit and railroad police and fire fighters; guards; private detectives and investigators.

C. Statement of Ownership

Is your firm currently certified as any of the following (check all that apply) and if so, please identify the certifying agency:

- Small Business Enterprise (SBE) certified by: Veteran owned business (VBE) certified by:
- Woman owned business (WBE) certified by: LGBTQIA+ owned business certified by:
- Minority owned business (MBE) certified by: HUBZone
- Disabled Veteran owned business (DVBE), certified by: Other:

Please check here if you believe you are eligible for any of the above certifications, and for WBE or MBE please voluntarily self-identify as follows and DEI staff will contact you with certification information:

Gender:	Ethnicity:	
<input type="checkbox"/> Woman	<input type="checkbox"/> Hispanic or Latino	<input type="checkbox"/> Native Hawaiian/Pacific Islander
<input type="checkbox"/> Male	<input type="checkbox"/> White	<input type="checkbox"/> American Indian/Alaska Native
<input type="checkbox"/> Nonbinary	<input type="checkbox"/> Black or African American	<input type="checkbox"/> Two or More Races

Type of Legal Business Structure: (check all that apply)

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Corporation
<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Partnership	<input type="checkbox"/> Privately Held
<input type="checkbox"/> Publicly Traded	<input type="checkbox"/> Other, please describe:

Identify the majority owner(s) of the firm:

Name/Title:	Address:	Email:	Phone:	% Owned:	Years Owned: