

**AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
COUNTYWIDE MECHANICAL SYSTEMS, INC.
for
HVAC SYSTEMS FULL SERVICE AND REPAIR
AGREEMENT NO. 88-2022JR**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and COUNTYWIDE MECHANICAL SYSTEMS, INC., a California Corporation (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 January 1, 2023, and shall terminate on June 30, 2026, 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 \$800,000.00. 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.
- d. **Additional Services; Task Authorizations.**
 - (1) Additional services may be required for the completion of the services specified in this Agreement. For performance of Additional Services, District shall compensate Service Provider using the terms and conditions in Attachment B, Compensation and Invoicing. With Additional Services the maximum amount of this agreement shall not exceed \$800,000.00. If Additional Services are required, they shall be undertaken by Service Provider only upon issuance of a Task Authorization (TA), Exhibit A, 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 Additional Services in accordance with the terms of payment, including the documentation required in this Agreement. In addition, invoices for Additional 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>
Clear Water Technologies	Water Treatment
Mistras Group Condenser & Chiller Services	Eddy Current Test

Comfort Solution Group

As-Needed Control Services

- 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.

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 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. **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:

Sharalynne Nichols/Francisco Alvarez
General Services
San Diego Unified Port District
1400 Tidelands Ave.
National City, CA 91950
Tel. (619) 686-6531
Email: GS_contracts@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:

Luis Long
Countywide Mechanical Systems, Inc.
1400 N. Johnson Ave., #114
El Cajon, CA 92020
Tel. (619) 383-6007
Email: llong@countywidems.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**COUNTYWIDE MECHANICAL
SYSTEMS, INC.**

Marcus J. Cromartie
Director, General Services

James P. Mahany

James P. Mahany
VP of Service

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. Service Provider shall provide HVAC Systems Full Service and Maintenance at Port District facilities and properties within the Cities of San Diego, Coronado, National City, Chula Vista, and Imperial Beach.
2. For the purpose of this Agreement, the following terms are defined as:
 - a. Maintenance - the process of preserving systems and/or equipment.
 - b. Restore - returning systems and/or equipment to a former operational condition.
3. Services shall include maintenance of heating, cooling, air handling, control systems, and associated equipment, including replacement of components in kind to ensure the system is always in service. All temporary maintenance to the units must be fully restored and completed within three (3) days and permanent restoration must be completed within two (2) weeks from the date of the maintenance discrepancy unless parts are unavailable at that time.
4. Service Provider shall provide all labor, supervision, materials, equipment, and all related incidentals required to perform HVAC Systems Full Service and Maintenance. Full compensation for all labor, supervision, parts, materials, tools, equipment, and incidentals shall be included in the prices paid for items of work, and no other compensation will be allowed. Service Provider shall move, cover, or protect any structures or equipment that may be damaged during HVAC Systems Full Service and Maintenance. Service Provider shall remove from the Port site all materials, tools, equipment, debris, and coverings upon completion of services. Service Provider shall not permit debris and waste material generated from its operations to enter storm water conveyance system. Service Provider shall maintain site safety and security for public areas at all times.
5. While working on District property, the Service Provider's employees shall wear uniforms with appropriate company name and logo. Service Provider's vehicles shall be clearly marked with appropriate company name and logo.

A. Safety

1. 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.

- a. Service Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the services provided.
- b. 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.
- c. 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.
- d. 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 requirements 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.
- e. COVID-19 Protocol: Service Provider shall comply with all County of San Diego COVID-19 protocols and procedures. Protocols shall remain in place until Service Provider is notified by District representative in writing.

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

3. 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.
4. Accordingly, where practicable and cost effective, Service Provider shall use:
 - a. Products that produce less waste and are shipped in minimal packaging. Packaging should be recyclable or compostable where possible.
 - b. Products and equipment configured for reduced noise levels.
 - c. Cleaning and disinfecting products that meet Green Seal certification at all District facilities. All cleaning and power washing products claiming Green Seal certification shall be required to bear this certification. Products recognized by the Environmental Protection Agency's (EPA) Safer Detergents Stewardship Initiative, or the Design for the Environment Program are not required to be Green Seal certified. More information is available at www.greenseal.org and www.epa.gov/dfe. Germicidal detergents needed to perform services under this Agreement are not required to be Green Seal certified. Service Provider shall only use District approved equipment, materials, and supplies and shall comply with the District's Environmental Sustainability Policy.
 - d. Products that meet Green Seal certification for all services rendered under this Agreement. All products claiming Green Seal certification shall be required to bear this certification. More information is available at www.greenseal.org and www.epa.gov/dfe.
5. 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.

C. Execution

1. Task Authorization – As-Needed HVAC Systems Full Service and Maintenance shall be undertaken by the Service Provider only upon issuance of a Task Authorization referenced in the Sample Agreement (Can be found under Documents Tab in Planet Bids) – Sample 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 HVAC Systems Full Service and Maintenance. The Service Provider may begin work on an urgent request provided the District representative and the Service Provider agree to work via written confirmation; a Task Authorization will follow. 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 under this Agreement.

2. Any repairs made to existing equipment shall be covered under the Agreement. A Task Authorization shall only be given for repairs due to vandalism or equipment that is not serviced on monthly Preventive Maintenance (PMs) schedule. Repairs made within 30 days of completion of the semi-annual and annual PMs shall be covered under the cost of the Semi-Annual and Annual PMs in the Fee Schedule. Any repairs made after the 30 days shall be completed through Task Authorization.
3. Service Provider shall perform HVAC Systems Full Service and Maintenance as listed in the inventory for District properties and facilities. Service Provider shall ensure that all equipment and systems are maintained in satisfactory service and operating condition at all times, capable of providing design capacities with performance and reliability and as outlined per manufacturer's specification requirements and the replacement of components in kind to ensure the system is operational and in service at all times. All temporary restorations to the units must be fully restored and completed within three days and permanent restoration must be completed within two weeks from the date of the maintenance discrepancy unless parts are unavailable at that time. All service restorations and scheduling for the HVAC systems at all District facilities and properties must be approved by the District Representative prior to commencing work.

D. HVAC Systems - Locations & Description (Inventory)

1. Services shall include troubleshooting, maintenance service and repair of heating systems, cooling systems, control systems, and miscellaneous related equipment. Service Provider shall perform maintenance service and restoration on any HVAC associated equipment that has been updated or replaced throughout the life of the agreement. In addition, the Service Provider shall notify the District Representative if the HVAC system is not functioning properly and when the system has been restored to service. Service Provider shall provide HVAC equipment maintenance service and repair to the following District facilities:

- a. **HVAC Systems Full Service and Maintenance for Port Administration Building - 3165 Pacific Highway San Diego, CA 92101**

- (1) Controls are an open protocol Lonworks system manufactured by Tridium Niagara DDC Controller Jace-6 Lon Works by Echelon
- (2) Honeywell QNX- 6.3.2, Niagara Version 3.5.34
- (3) McQuay chiller #1 Model E2209BE2-A, installed 1995
- (4) McQuay chiller #2 Model LAH002A, installed 2008
- (5) B1 & B2 (2) Raypack Boilers Model H-1262BE, installed 2008
- (6) 1 Marley Cooling Tower Model NC *303E, installed 2008
- (7) CRAC-1 & CRAC-2 (2) Liebert Crac Units installed 2011 Model #VS053ADAOE0701A
- (8) Crac Unit Controls Liebert DS vNSA; Emerson AC4 controls
- (9) CRC1 & CRC2 Condenser Unit Liebert Model #TCDV251-AS5910 (2 units)
- (10) AC#2 Minisplit condenser, Carrier model: 38MARBQ36AA3, Ser#2421V26273
- (11) VFD Chilled water pump #4, Type CXS0075HP V35G211, Ser# 3461955
- (12) VFD Condenser water pump #7, Emerson Industrial Automation BA2401, Ser # 4506480004
- (13) VFD Condenser water pump #8, Emerson Industrial Automation BA2401, Ser # 8533708001
- (14) VFD Air handler, 1st floor ABB, model ACH 550-VD-031A+K452, Ser #2053201775
- (15) VFD Air handler, 2nd floor ABB, model ACH 550-VD-031A+K452, Ser #2053201776
- (16) VFD Air handler ,6th floor ABB, model ACH 550-VD-031A+K452, Ser #2053201743
- (17) VFD Air handler ,7th floor ABB, model ACH 550-VD-031A+K452, Ser #2053201744
- (18) VFD Air handler, 5th floor, Yasakawa, Varispeed E7. Model CIMR-E7UH018
- (19) VFD Cooling tower 8th floor, Yakasawa, Model E7BRB014, Ser# 0491229930001
- (20) VFD Exhaust fan, 8th floor. ABB. Model ACH550-VD-012A.4+K452Ser#2070800132
- (21) VFD Exhaust fan, elevator room. ABB. Model ACH550-VD-012A.4+K452Ser#2070800135
- (22) Whole building exhaust fan size Model#10
- (23) Bathrooms exhaust fan 5.5
- (24) Back up exhaust size#8
- (25) Airhandler #1 Fan1
- (26) Airhandler #2 Fan2
- (27) Airhandler #5 Fan5
- (28) Airhandler #6 Fan6
- (29) Airhandler #7 Fan7
- (30) Airhandler Boardroom AH1
- (31) PV1 Boiler power vent exhaust TJERNLUND VSUB8
- (32) PV2 Boiler power vent exhaust TJERNLUND VSUB8

- (33) P1 Chilled water return pump Bell & Gosset 1510BF6
- (34) P2 Chilled water return pump Bell & Gosset 4AC6BF
- (35) P3 Chilled water supply pump Bell & Gosset
- (36) P4 Chilled water supply pump Bell & Gosset
- (37) P5 Boiler hot water pump Bell & Gosset
- (38) P6 Boiler hot water pump Bell & Gosset
- (39) P7 condenser water pump TACO
- (40) P8 condenser water pump TACO
- (41) P9 Boardroom chilled water pump Bell & Gosset
- (42) Bi-Annual Eddy Current Testing for Chillers 1 & 2
- (43) Refrigerant Leak Monitoring System
- (44) Annual PM of Cooling Tower

This list is not exhaustive of all parts and/or equipment to be serviced.

b. HVAC Systems Full Service and Maintenance for Annex Building Adjacent to Port Administration Building - 3125 Pacific Highway San Diego, CA 92101

- (1) The HVAC equipment and systems are a water source heat pump system consisting of a cooling tower and one boiler.
 - (a) CT1 Baltimore Air Cooling Tower Model #VF1-036-41K
 - (b) B1 Ray Pac Boiler Model #H7-0500, installed in 2012
 - (c) Controls Echelon (Lonworks)
 - (d) Climatemaster Heat pumps
 - a. 6 - 814036HSSSRSCOD (AC6, AC7, AC8, AC9, AC11, AC12)
 - b. 1 - 814060HSSSSSCOD (AC19)
 - c. 2 - 814036HSSSSSCOB (AC15, AC17)
- (2) Trane Heat Pumps
 - a. 1 - GEHB0603 (AC10)
 - b. 1 - GEHB0483 (AC22)
- (3) Monthly Water Treatment closed loop & pumps

This list is not exhaustive of all parts and/or equipment to be serviced.

c. HVAC Systems Full Service and Maintenance for General Services & Procurement Building - 1400 Tidelands Avenue National City, CA 91950

- (1) The HVAC system services the offices, training rooms, conference rooms, and storage areas on the first and second floors. The HVAC system is located on the roof of the building which is covered under this agreement.

- (a) Carrier Model# 50TCQD14A2A5A0A0G0 (3 units-HP1, HP2, HP3)
- (b) VAV (8)
- (c) Bypass dampers (3)
- (d) BMS Carrier IVU Controls & Thermostats

This list is not exhaustive of all parts and/or equipment to be serviced.

d. HVAC Systems Full Service and Maintenance for Harbor Police Headquarters - 3380 N. Harbor Drive San Diego, CA 92101

- (1) The HVAC equipment is located on the first floor, on the roof of the building, and in the gym behind the Harbor Police Headquarters in the parking lot.

- (a) AC1 Carrier Model#48HJM004-641
- (b) AC2 Carrier Model#48HJM004-641
- (c) AC6A Day & Night PGF324040K01
- (d) AC3 Carrier Model#48GPN03040511CU
- (e) FAU1 Carrier Model#58MXA080F120
- (f) FAU2 Carrier Model#58MXA080F120
- (g) FAU3 Reznor Model#CAUA150-S
- (h) CU1Carrier Model#38HDC060521
- (i) CU2 Carrier Model#38HDC060521
- (j) CU3 Carrier Model#38ARZ007-C501
- (k) CU4 Carrier Model#38AR2007-C501
- (l) FC4Carrier Model#FCDNF04A
- (m) Metasys DDC by Johnson Controls
- (n) CRCU1 Condenser Liebert Model #DME037E-PH3
- (o) CRAH1 Liebert indoor unit Model#PFH037A-AL3
- (p) AC-11 DAIKIN mini split model RXB24AXVJU & FTXB24AXVJU

This list is not exhaustive of all parts and/or equipment to be serviced.

e. HVAC Systems Full Service and Maintenance for Broadway Pavilion

1000 N. Harbor Drive San Diego, CA 92101

- (1) The HVAC system is located on the north side of the building, under the boarding apron.

- (a) 1 - Liebert server room unit MM60E/PFC067A
- (b) 1 - Liebert Condenser Unit

E. SERVICE AND REPAIR REQUIREMENTS

1. **HVAC Building Computerized System** - Service Provider shall maintain and restore HVAC building computerized systems listed in the equipment inventory and ensure all future software upgrades to the system are updated to the latest revision.
2. **Inspection and Reporting** - Service Provider shall service and restore all HVAC systems. Service Provider shall inspect and service and restore HVAC systems on a periodic schedule as defined in this Section. Service Provider shall provide electronic service and maintenance logs, schedules, and reports as follows:
 - a. Service and Maintenance Checklists - Service Provider must complete District-provided checklists and submit to the District Representative when completing routine inspections two (2) weeks after completion of task. (Exhibit B).
 - b. Logs – Service Provider shall submit to the District Representative electronic copies of equipment inspection, service, and maintenance logs for all District locations two (2) weeks after inspection and maintenance work is performed. Service Provider shall document service on individual equipment logs for each location.
 - c. Schedules – Service Provider shall provide the District Representative an electronic copy of Service Provider's service and maintenance schedule on a quarterly basis prior to the start of the scheduled service. Additionally, within 30 days after the end of each service, Service Provider shall provide an electronic and certified list of all service and maintenance performed during the previous maintenance period.
 - d. Reports –
 - (1) Monthly Reports – Service Provider shall submit monthly Water Treatment and Sample and Test reports, which shall include all test results, a detailed water analysis, and condition of all equipment. Reports shall be submitted by the first of each month.
 - (2) Annual Reports – Service Provider shall submit an annual Chiller Inspection, an annual Scale Control inspection, and a biannual (every 2 years) Eddy Current Testing reports. Scale Control and Eddy Current Testing may be requested by the District Representative at any time. Annual and biannual reports shall be submitted by June 30th each year.
3. **Replacement Parts** - Service Provider shall maintain, stock and/or have readily available an adequate supply of replacement parts for the HVAC systems to ensure that no portion of the HVAC systems shall be out of service or operation. Materials, fluids, lubricants, refrigerant, and replacement parts recommended by the manufacturer's specification of the HVAC systems equipment shall be used at all times. In the event of an

HVAC system malfunction, Service Provider shall replace parts, equipment, and materials per the terms and conditions of the Agreement. If new replacement parts are unavailable, Service Provider shall use rebuilt, reconditioned, remanufactured, or approved retrofit parts. Services shall include maintenance service of the HVAC systems and equipment listed in the inventory including:

- a. **Heating Systems:** Boilers, valves, burners, furnaces, pumps, heating coils, water strainers, air separators, compression/expansion tanks, unit heaters, duct heaters, piping systems, heat exchangers, humidifiers, motors, motor starters and associated equipment.
- b. **Cooling Systems:** Air conditioning compressors, evaporative condensers, air cooled condensers, condenser fans, cooling towers, control valves, air separators, compression/expressions tanks, cooling tower fans, pumps, piping systems, water chillers, cooling coils, motors, motor starters, refrigerant, oil, and associated equipment.
- c. **Air Handling Systems:** Fans, motors, motor starters, plenums, diffusers, grilles, registers, dampers, balancing dampers, fire dampers, induction units, sound traps and attenuators, variable air volume mixing boxes, fan coil units, air handling units, variable frequency drives (VFD) and cards, ducts ducting systems and associated equipment.
- d. **Control Systems:** All Direct Digital Control (DDC) equipment and software, network controllers, monthly software maintenance and upgrades, thermostats, points data base, graphics creation, pressure controls, humidity sensors, zone sensors, relays, limits, valve operators, damper motors, humidity controls, step switches, time clocks, contactors, controllers, capacity controls, safety controls, recorders, control panels, gauges, and associated equipment. Service Provider shall ensure the HVAC control system is compatible with the District software to monitor and adjust HVAC settings at all times and should be included as part of the cost of the agreement and associated equipment.
- e. **Miscellaneous Equipment:** Condenser water bypass valves, manual valves, control valves, flow meters and elements, water storage tanks, float valves, direct expansion valves, thermometers, gauges, magnetic starters, manual motor starters, pump and fan motors, drives, belts, electrical wiring from motor starters, motors, check valves, refrigerant piping, piping insulation, chilled water piping, hot water piping, refrigerant, supports and vibration isolators for equipment, ducting, and wiring systems, heat pumps and associated equipment.

4. **Maintenance Components**

- a. Water Treatment - Service Provider shall properly maintain all water within the heating and cooling circulating systems to control metal corrosion, scale formation, biological fouling, and contaminated discharge. Service Provider shall also augment existing water treatment systems equipment as required to best accommodate treatment conditions at each facility.
- b. Sample and Test - Service Provider shall collect samples and test water for chemical content for each evaporative and non-evaporative system at a minimum monthly or as required to verify compliance with biological and corrosion control criteria. Based on test results, Service Provider shall adjust chemicals, chemical feed pumps, and controllers to ensure proper water treatment to prevent corrosion, scale formation, and biological fouling. Service Provider shall program the automatic monitoring system to provide continuous water analysis on a real time basis.
- c. For open cooling tower systems, an automatic monitoring and control system shall be supplied by the Service Provider to provide continuous water analysis. This equipment shall be programmed on a real time basis to analyze the quality of the circulating water and automatically adjust the chemical treatment feed rates and bleed intervals based on the level of total dissolved solids with due regard to variances in water temperature. The controller shall incorporate emergency fail-safe features, which shall result in a visual alarm during emergency conditions that may result from high concentration conditions.
- d. Service Provider shall take test samples, adjust feed rates, change settings, drain flush systems, manually inject chemicals (for closed systems), and provide a detailed water analysis and service report after performing those services as outlined above per manufacturer's recommended frequency. A copy of all inspection, maintenance, and testing reports shall be submitted electronically to the District for review one (1) week from the date of services performed and will be logged at the Port Administration Building.
- e. Biological Control - There shall be less than 1,000,000 colony-forming units per milliliter of condenser water and there shall be no denitrifying bacteria and no sulfate-reducing bacteria present. There shall be less than 10,000 colony-forming units per milliliter of chilled water and heating water (closed loop systems) and there shall be no denitrifying bacteria and no sulfate-reducing bacteria present.
- f. Corrosion Control - Service Provider shall install corrosion coupons in both open (condenser water) and closed (chilled water and heating water) systems. There shall be less than one (1) mil per year (mpy) of

copper corrosion and less than three (3) mpy of mild steel corrosion for open systems. There shall be less than one (1) mpy of copper corrosion and less than three (3) mpy of mild steel corrosion for closed systems.

- g. Scale Control and Eddy Current Testing - Service Provider shall coordinate with a District Representative prior to performing annual scale control and Eddy Current Testing. Scale Control and Eddy Current Testing must be performed per manufacture's specifications. In addition, Service Provider shall remove evaporator and condenser heads from all water chillers annually to check tubes for scale. If scale is present, Service Provider shall remove scale from tubes. Service Provider shall perform Eddy Current Testing on all tubes and shall provide written electronic report to the District Representative.
- h. Chemicals causing problems shall be flushed and purged from each system at the Service Provider's expense.
- i. HVAC System Shutdowns (Administration and Annex Buildings) - Service Provider shall perform a scheduled shutdown and overhaul inspection of each system, including maintenance services, boiler blow down, and replacement of or adjust as necessary so that it is functioning properly as outlined in the manufacturer's recommendations.

5. Replacement of Medium-Efficiency Air Filters –

- a. District will provide filter replacement unless requested through additional services.

6. Replacement of 12-inch Deep High-Efficiency Air Filters in District Administration Building fan rooms –

- a. District will provide filter replacement unless requested through additional services.

7. Replacement of Activated Carbon Air Filter panels in District Administration Building fan rooms –

- a. District will provide filter replacement unless requested through additional services.

8. Preventive Maintenance Schedule of Tasks

- a. Administration Building, Administration Annex.

(1) Maintenance – Monthly (Chillers, Cooling Towers, Boilers)

- (a) Log Monthly Maintenance Checklist and report deficiency findings electronically to District Representative.

b. Water Chillers (Administration Building and Annex Facilities only)

- (1) Check chilled water supply and return temperature.
- (2) Check condenser water supply and return temperature.
- (3) Check pressure drop on evaporator and condenser.
- (4) Check refrigerant and condenser temperatures.
- (5) Check compressor motor voltage, amperage and demand limiter and load limit relay; adjust if needed.
- (6) Check purge drum; drain off moisture if necessary.
- (7) Check operation of purge solenoid valve.
- (8) Inspect the following control panel items:
 - (a) Low temperature control
 - (b) High pressure control
 - (c) Motor control
 - (d) Check temperature control and adjust
 - (e) Check Refrigerant leak monitor/alarm & sensor(s)

c. Water Treatment

- (1) Analyze and record boiler and cooling tower water for chemical content; verify compliance with biological and corrosion control criteria.
- (2) Perform blow down.
- (3) Collect samples and test water for chemical content for evaporative and non-evaporative systems.
- (4) Open cooling towers, test water for denitrifying and sulfate-reducing bacteria, install coupons in open and closed systems
- (5) Adjust the level of chemicals.
- (6) Adjust chemical feed pumps.
- (7) Adjust controllers to ensure proper water treatment.
- (8) Submit detailed written analysis to District Representative electronically.

9. Maintenance Semi-Annual - (Administration Building, Annex Building, HPHQ, Broadway Pavilion, General Services Building)

a. Refrigeration Compressors

- (1) Check oil level and condition of oil.
- (2) Check for oil leaks.
- (3) Check refrigerant charge condition through sight glass.
- (4) Check condition and alignment of compressor drive.
- (5) Check for unusual noise and vibration.
- (6) Check refrigeration compressor and refrigeration piping for leaks.

- (7) Check operation of safety and capacity controls for proper operation, including high- & low-pressure cut-outs.
- (8) Check compressor mounting.
- (9) Check the condition of refrigerant insulation.
- (10) Lubricate per manufacturer's instruction.
- (11) Perform start-up procedure per manufacturer's recommendation.
- (12) Perform efficiency test and record results.
- (13) Change oil, clean crankcase, strainer and replace oil filters.

b. Expansion Valves

- (1) Check all valves for evidence of sticking.
- (2) Check expansion valve bulb to ensure contact with suction line.
- (3) Check operation of all solenoid valves.
- (4) Check the seats of all valves for erosion

c. Evaporators

- (1) Check and clean tubes or fins as required.
- (2) Check for rust and scale.
- (3) Check and paint if required.

d. Air Handlers/Package Units

- (1) Check blower mounting and tighten if necessary.
- (2) Check shaft alignment to motor.
- (3) Check blower pulley for security to shaft.
- (4) Check blower belt for condition and tension.
- (5) Check blower rotation.
- (6) Oil or grease blower bearing.
- (7) Check housing for rust and repair, as necessary.
- (8) Check and clean coil faces.
- (9) Check hot and chilled water lines for leaks and repair, as necessary.

e. Electric Motors

- (1) Check motor mounting and tighten if necessary.
- (2) Check motor pulley for security, alignment and tighten if necessary.
- (3) Check bearing wear.
- (4) Check wiring and conduit from motor to starter for condition.
- (5) Check rotation of motor.
- (6) Check motor for excessive heat, vibration, and abnormal noise.
- (7) Check air passages and windings.
- (8) Check starter, and contacts.
- (9) Oil or grease motor bearings as required.
- (10) Measure current draw and record.
- (11) Variable frequency drives and check for faults or alarms.

f. Pumps

- (1) Check pump head pressure for normal operation, and abnormal wear, and capacity.
- (2) Check mechanical seal or stuffing box for leaks.
- (3) Check motor and pump mounting - tighten.
- (4) Check attached piping insulation. Repair if necessary.
- (5) Check wiring and conduit for condition from motor to starter.
- (6) Check general condition for rust and repaint if necessary.
- (7) Inspect all hand valves for proper operation exercise as required and check for leaks.
- (8) Check and lubricate motor and pump head bearings.
- (9) Check motor pump coupling for alignment, condition and Clean Variable frequency drives and check for abnormal operations

g. Thermostats and Temperature Controllers

- (1) Check set point of control.
- (2) Calibrate, as necessary.
- (3) Check general condition.
- (4) Replace device if defective.
- (5) Check for communication to device loss
- (6) Check for alarms/errors

h. Control Valves

- (1) Clean stems.
- (2) Check packing for leaks.
- (3) Lubricate packing as required; replace if required.
- (4) Check for proper seating; replace if required.
- (5) Check for proper shut-off.

i. Relays

- (1) Test relay to ensure operation.
- (2) Inspect contacts and clean or replace if necessary.
- (3) Replace relay if necessary.

j. Dampers

- (1) Lubricate dampers.
- (2) Check for proper travel and close off, adjust per manufacture's recommendations.
- (3) Tighten linkage and ball joints.

k. Air Cooled Condensers

- (1) Check fan for alignment, balance, and security to shaft.
- (2) Check the fan for corrosion and wear.
- (3) Check for fan wheel and clean dirt accumulation.
- (4) Check and tighten fan mounting bolts to specifications.
- (5) Check condition of dome couplings and belts.
- (6) Lubricate fan bearings and check for end play, excessive bearing temperature and unusual bearing wear. Adjust, as necessary.
- (7) Clean coil finned surfaces.
- (8) Check coil for damage or leaks.
- (9) Straighten bent fins.
- (10) Check pipe clamps security and vibration.
- (11) Check frame for damage, rust, and corrosion. Repaint as required.
- (12) Lubricate motor bearings.
- (13) Examine motor mount resiliency.
- (14) Tighten all electrical connections.
- (15) Inspect motor starter coils and contacts.

10. Maintenance – Annual (Administration and Annex Building)

a. Boilers

- (1) Check all mountings and fastenings for tightness.
- (2) Check draft over fire.
- (3) Check hand holes and main holes for tightness.
- (4) Check boiler access doors and plates for leakage.
- (5) Check all control devices for proper operation.
- (6) Check for adequate air cushion.
- (7) Check safety relief valve.
- (8) Check flame safeguard relay for proper sequence.
- (9) Check flue gas temperature.
- (10) Check water reading and determine efficiency of boiler.
- (11) Perform boiler blowdown.
- (12) Check boiler jacket insulation for deterioration and repair.
- (13) Inspect boiler base for signs of rust and repair.
- (14) Clean and inspect the firebox.
- (15) Reseal inspection plates.
- (16) Flush rust from water level control and boiler. Check and clean water make-up valve.
- (17) Use of flue gas analyzer is required to assure proper set of the boiler operation, in performing the above scope of work.

b. Water Chillers

- (1) Inspect/check compressor.
- (2) Check main power supply voltages.

- (3) Check/tighten electrical terminals.
- (4) Check electrical wiring/terminals for hot spots/discoloration.
- (5) Check amps as per design.
- (6) Check DC bus voltage.
- (7) Check operation of all system safety devices and interlocks.
- (8) Check all communications cables are secure and tight.
- (9) Check/inspect electronic modules.
- (10) Check calibration of pressure/temperature sensors.
- (11) Check Inlet Guide Vanes assembly operation.
- (12) Check motor cooling system.
- (13) Inspect condenser tubes and brush as required.
- (14) Perform check, log, review fault analysis, analyze performance.

c. System Shutdown (Administration and Annex Buildings)

- (1) Inspect and examine each piece of equipment and device and maintain or adjust as necessary so that it is functioning properly and is in good operational condition as outlined in the manufacturer's specifications and operational manuals.
- (2) Clean all components of dust, old lubricants, etc., to ensure that the equipment is in proper operating condition.
- (3) Paint all equipment as necessary to prevent and protect against corrosion and deterioration.
- (4) Lubricate all equipment to prevent and protect against corrosion and deterioration.
- (5) Adjust all linkages, motors, drives, and dampers, etc., that have drifted from design settings and positions; adjust per manufacturer's recommended settings.
- (6) Calibrate all sensing, monitoring, output, safety, and read-out devices for proper ranges, settings, and optimum efficiencies, Maintain or replace all devices as required.
- (7) Provide water treatment service, including inspections, chemicals, and systems maintenance.
- (8) Test and cycle all equipment according to manufacturer's recommendations.

11. Maintenance Semi-Annual (Broadway Pavilion- Server Rooms, HPHQ)

Refer to Exhibit B Maintenance Check List

F. Service and Response Time

1. Service Provider shall coordinate with the District Representative to ensure availability of elevator during work hours to transport staff, tools, materials, and equipment and shall observe posted elevator weight limits. Service Provider shall provide HVAC Systems Full Service and Maintenance that meet the following response times:
 - a. Scheduled Service - All service scheduling shall be coordinated with the District Representative between the hours of 7:00 a.m. and 4:00 p.m.,
 - b. Urgent Service Calls – When notified by the District's Representative Service Provider shall acknowledge urgent calls within fifteen (15) minutes and shall provide services onsite within one (1) hour, 24 hours, seven (7) days a week, including holidays (Exhibit A – Holidays). Service Provider shall have an answering service, cell phone, or office personnel available at all times to receive urgent requests. Service Provider shall provide services in accordance with direction received from the District's Maintenance Representative.
 - c. Re-work - The District Representative shall inspect the quality of service and if required, Service Provider shall correct the service deficiencies at no additional cost to the District.

G. Submittals

1. Service Provider shall provide the following submittals to the District Representative, prior to the commencement of work.
 - a. Safety Data Sheets (SDS) – Service Provider shall furnish three (3) copies of the SDS for all chemicals used on District properties.
 - b. 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.
 - c. COVID-19 Protocol: Service Provider shall prepare and submit to the District's representative one (1) copy of their COVID-19 protocol that addresses all the actions necessary to establish a safe working environment while working on District property, at the kickoff meeting.

H. Security Background Check and Badging

1. 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.

2. Note: Service Provider shall have a minimum of (2) Technicians badged at all times for unescorted access to Harbor Police Facilities, which will include a security background check.
 3. The District reserves the right to limit the number of employees for security background checks and badging. Upon request, Service Provider shall submit to the District Representative within a minimum of seventy-two (72) 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.
 4. Note: Service Provider shall have a minimum of (3) Technicians badged at all times. This shall include subcontractors.
 5. 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.
- I. Transportation Workers Identification Credential (TWIC) -** 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.
1. 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.
 2. 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.
 3. Note: Service Provider shall have a minimum of (1) technician TWIC badged at all times.
 4. 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.
 5. All technicians accessing HPD will be required to undergo live scan background check, along with required online security training.

J. Licensing and Certification

1. Service Provider shall possess a California State License, Classification C-20 at the time a bid is submitted. All technicians must possess a valid EPA 608 Universal Technician's Certification Card.

K. Warranty

1. Upon completion of the service, Service Provider shall submit a written description of the manufacturer warranty, including a description of the item newly installed or replaced. The warranty shall specify in detail the length and terms of the warranty, and all pertinent required information.

L. Deductions

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.

**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 Lump Sum, Fixed Fee, or Time and Materials or any combination of all three.

(a) Each invoice for Lump Sum work shall include:

Date work performed;
Description of the work performed;
Direct Costs.

(b) 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.

(c) 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) Professional services shall be invoiced in accordance with the following Rate Schedules:

Term 1 (01/1/2023 – 06/30/2023)

Monthly					
Item No.	Item	Unit of Measure	Unit Price	How Many	Total Yearly
1	Port Administration Building (ADM) PM	Monthly	<u>\$4,455.00</u>	X 6	<u>\$26,730.00</u>
2	Annex Building (ANX)	Monthly	<u>\$1,571.00</u>	X 6	<u>\$9,426.00</u>
3	General Services & Procurement Building	Monthly	<u>\$0.00</u>	X 6	<u>\$0.00</u>
4	Harbor Police Headquarters (HPHQ)	Monthly	<u>\$0.00</u>	X 6	<u>\$0.00</u>
5	Broadway Pavilion	Monthly	<u>\$0.00</u>	X 6	<u>\$0.00</u>
Total Amount: \$36,156.00					
Semi-Annals					
Item No.	Item	Unit of Measure	Unit Price	How Many	Total Yearly
6	Port Administration Building (ADM) PM	EA	<u>\$9,064.00</u>	X 1	<u>\$9,064.00</u>
7	Annex Building (ANX)	EA	<u>\$3,038.00</u>	X 1	<u>\$3,038.00</u>
8	General Services & Procurement Building	EA	<u>\$2,596.00</u>	X 1	<u>\$2,596.00</u>
9	Harbor Police Headquarters (HPHQ)	EA	<u>\$5,176.00</u>	X 1	<u>\$5,176.00</u>
10	Broadway Pavilion	EA	<u>\$1,159.00</u>	X 1	<u>\$1,159.00</u>
Total Amount: \$21,033.00					

Term 2 (07/1/2023 – 06/30/2024)

Monthly					
Item No.	Item	Unit of Measure	Unit Price	How Many	Total Yearly
1	Port Administration Building (ADM) PM	Monthly	<u>\$4,455.00</u>	X 12	<u>\$53,460.00</u>
2	Annex Building (ANX)	Monthly	<u>\$1,571.00</u>	X 12	<u>\$18,852.00</u>
3	General Services & Procurement Building	Monthly	<u>\$0.00</u>	X 12	<u>\$0.00</u>
4	Harbor Police Headquarters (HPHQ)	Monthly	<u>\$0.00</u>	X 12	<u>\$0.00</u>
5	Broadway Pavilion	Monthly	<u>\$0.00</u>	X 12	<u>\$0.00</u>
Total Amount: \$72,312.00					
Semi-Annals					
Item No.	Item	Unit of Measure	Unit Price	How Many	Total Yearly
6	Port Administration Building (ADM) PM	EA	<u>\$9,064.00</u>	X 2	<u>\$18,128.00</u>
7	Annex Building (ANX)	EA	<u>\$3,038.00</u>	X 2	<u>\$6,076.00</u>
8	General Services & Procurement Building	EA	<u>\$2,596.00</u>	X 2	<u>\$5,192.00</u>
9	Harbor Police Headquarters (HPHQ)	EA	<u>\$5,176.00</u>	X 2	<u>\$10,352.00</u>
10	Broadway Pavilion	EA	<u>\$1,159.00</u>	X 2	<u>\$2,318.00</u>
Total Amount: \$42,066.00					

Term 2 (07/1/2023 – 06/30/2024)

Annuals					
Item No.	Description	Unit of Measure	Unit Price	How many	Total Yearly
11	Port Administration Building (ADM)	EA	<u>\$30,385.00</u>	X 1	<u>\$30,385.00</u>
12	Annex Building (ANX)	EA	<u>\$5,974.00</u>	X 1	<u>\$5,974.00</u>
Total Amount: \$36,359.00					

Term 3 (07/1/2024 – 06/30/2025)

Monthly					
Item No.	Item	Unit of Measure	Unit Price	How Many	Total Yearly
1	Port Administration Building (ADM) PM	Monthly	<u>\$4,589.00</u>	X 12	<u>\$55,068.00</u>
2	Annex Building (ANX)	Monthly	<u>\$1,618.00</u>	X 12	<u>\$19,416.00</u>
3	General Services & Procurement Building	Monthly	<u>\$0.00</u>	X 12	<u>\$0.00</u>
4	Harbor Police Headquarters (HPHQ)	Monthly	<u>\$0.00</u>	X 12	<u>\$0.00</u>
5	Broadway Pavilion	Monthly	<u>\$0.00</u>	X 12	<u>\$0.00</u>
Total Amount: \$74,484.00					

Term 3 (07/1/2024 – 06/30/2025)

Semi-Annals					
Item No.	Item	Unit of Measure	Unit Price	How Many	Total Yearly
6	Port Administration Building (ADM) PM	EA	<u>\$9,336.00</u>	X 2	<u>\$18,672.00</u>
7	Annex Building (ANX)	EA	<u>\$3,129.00</u>	X 2	<u>\$6,258.00</u>
8	General Services & Procurement Building	EA	<u>\$2,674.00</u>	X 2	<u>\$5,348.00</u>
9	Harbor Police Headquarters (HPHQ)	EA	<u>\$5,331.00</u>	X 2	<u>\$10,662.00</u>
10	Broadway Pavilion	EA	<u>\$1,194.00</u>	X 2	<u>\$2,388.00</u>
Total Amount: \$43,328.00					
Annals					
Item No.	Description	Unit of Measure	Unit Price	How many	Total Yearly
11	Port Administration Building (ADM)	EA	<u>\$31,297.00</u>	X 1	<u>\$31,297.00</u>
12	Annex Building (ANX)	EA	<u>\$6,153.00</u>	X 1	<u>\$6,153.00</u>
Total Amount: \$37,450.00					

Term 4 (07/1/2025 – 06/30/2026)

Monthly					
Item No.	Item	Unit of Measure	Unit Price	How Many	Total Yearly
1	Port Administration Building (ADM) PM	Monthly	<u>\$4,727.00</u>	X 12	<u>\$56,724.00</u>
2	Annex Building (ANX)	Monthly	<u>\$1,667.00</u>	X 12	<u>\$20,004.00</u>
3	General Services & Procurement Building	Monthly	<u>\$0.00</u>	X 12	<u>\$0.00</u>
4	Harbor Police Headquarters (HPHQ)	Monthly	<u>\$0.00</u>	X 12	<u>\$0.00</u>
5	Broadway Pavilion	Monthly	<u>\$0.00</u>	X 12	<u>\$0.00</u>
Total Amount: \$76,728.00					
Semi-Annals					
Item No.	Item	Unit of Measure	Unit Price	How Many	Total Yearly
6	Port Administration Building (ADM) PM	EA	<u>\$9,616.00</u>	X 2	<u>\$19,232.00</u>
7	Annex Building (ANX)	EA	<u>\$3,223.00</u>	X 2	<u>\$6,446.00</u>
8	General Services & Procurement Building	EA	<u>\$2,754.00</u>	X 2	<u>\$5,508.00</u>
9	Harbor Police Headquarters (HPHQ)	EA	<u>\$5,491.00</u>	X 2	<u>\$10,982.00</u>
10	Broadway Pavilion	EA	<u>\$1,230.00</u>	X 2	<u>\$2,460.00</u>
Total Amount: \$44,628.00					

Term 4 (07/1/2025 – 06/30/2026)

Annuals					
Item No.	Description	Unit of Measure	Unit Price	How many	Total Yearly
11	Port Administration Building (ADM)	EA	<u>\$32,236.00</u>	X 1	<u>\$32,236.00</u>
12	Annex Building (ANX)	EA	<u>\$6,338.00</u>	X 1	<u>\$6,338.00</u>
Total Amount: \$38,574.00					

Terms 1 – 4 (01/01/2023 – 06/30/2026)

Unplanned Services Materials	
Based on Negotiated Rates per Task Authorization	<u>\$TBD</u>

Labor Rates for Unplanned – As-Needed Service Calls

Service	Hourly Rate
Routine Service Call	<u>\$160.00</u>
After Hours Service Call	<u>\$240.00</u>
Holiday Service Call	<u>\$320.00</u>

Description	Amount
Maintenance Cost for Terms 3 years	\$523,118.00
Unplanned Not to Exceed Amount	\$276,882.00
Total Agreement Amount (Not to Exceed)	\$800,000.00

Note: 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, lodging, telecommunications, photography, and all other costs and expenses incurred in completing such services.

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 1, above:
- 1) Agreement No. 88-2022JR
 - 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. Billing and tracking shall be through electronic method. Invoices shall be emailed to GS_Invoices@portofsandiego.org. Invoice shall be submitted within five (5) business days for monthly service fees and within seven (7) days of the completion for work performed under a Task Authorization.
- 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.

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

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																					
	Women							Men							Nonbinary							Total Col A-U
	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	Native Hawaiian or Other Pacific Islander	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:

Certificate Of Completion

Envelope Id: A89C7988302B4595B4BA7CD0913DAEE0

Status: Sent

Subject: Please DocuSign: Agreement No. 88-2022JR with Countywide Mechanical Systems, Inc..doc

Source Envelope:

Document Pages: 57

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Jocelyne R. Rodriguez

AutoNav: Enabled

3165 Pacific Highway

Envelopeld Stamping: Enabled

San Diego, CA 92101

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

jrodriguez@portofsandiego.org

IP Address: 207.215.153.162

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James P. Mahany

jmahany@countywidems.com

Vice President of Service

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Signature Adoption: Pre-selected Style

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Accepted: 8/31/2022 10:00:27 AM

ID: fb317a43-7f2b-4a72-92b6-4fa3d8a6edc1

Company Name: San Diego Unified Port District

Jocelyne R. Rodriguez

jrodriguez@portofsandiego.org

Assistant Procurement Analyst

Port of San Diego

Security Level: Email, Account Authentication
(None)

Sent: 8/31/2022 10:01:12 AM

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

David Jones

dajones@portofsandiego.org

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 8/30/2022 6:49:20 AM

ID: 507c92d1-ddba-4438-9144-d7811a51e0d6

Company Name: San Diego Unified Port District

Marco Cromartie

mcromartie@portofsandiego.org

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

ODCDocusign

Signing Group: ODCDocusign

Security Level: Email, Account Authentication
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Francisco Alvarez

falvarez@portofsandiego.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

DocuSign Core Notify Group

DocuSign_Core_Notify@portofsandiego.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Luis Long

llong@countywidems.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: customerservicecenter@portofsandiego.org

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