

**AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
NATURESCAPE SERVICES, INC.
for
NORTH HARBOR DRIVE LANDSCAPE
MAINTENANCE SERVICES
AGREEMENT NO. 16-2023RH**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and NATURESCAPE SERVICES, 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 July 1, 2023 and shall terminate on June 30, 2028, 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 \$866,167.00 for Scheduled Services and \$383,833.00 for As-Needed Services for a total maximum not-to-exceed amount of \$1,250,000. 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 \$1,250,000. 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. 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:

Ken Wallis, Director
Guest Experiences
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
Tel. (619) 686-6361
Email: kwallis@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:

Randy Bates, COO
NatureScape Services, Inc.
8275 Vickers Street
San Diego, CA 92111
Tel. (619) 261-7195
Email: randy@naturesapeinc.us

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

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SAN DIEGO UNIFIED PORT DISTRICT NATURESCAPE SERVICES, INC.

Ken Wallis
Director, Guest Experiences

Randy Bates

Randy Bates
COO

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

Landscape Maintenance Services

A. General Information

Service Provider shall provide landscape maintenance services at the San Diego Unified Port District (District) facilities and properties within the Cities of San Diego, Coronado, National City, Chula Vista, and Imperial Beach.

Services shall include lawn and landscape maintenance, pest control, irrigation, litter pickup, trash removal and weed control in landscape, hardscape, and shoreline rock revetment areas. Service Provider shall be required to provide monthly service reports.

Service Provider shall provide all labor, materials, supervision, equipment, and all related incidentals required to perform landscape maintenance services. Service Provider shall move, cover or protect any structures or equipment that may be damaged during landscape maintenance. Bicycle paths, pedestrian walks, and sidewalks shall be kept free of materials, equipment and debris, and safe pedestrian access through the work site shall be maintained during landscape maintenance services. Service Provider shall remove from Tidelands all materials, tools, equipment, trash, debris and coverings upon completion of services. Service Provider shall not permit debris and waste material generated from all operations to enter into storm water conveyance system.

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

B. Safety

Service Provider shall abide by all local, state, federal, Cal/OSHA, OSHA, and District safety codes, policies, and procedures. Service Provider will be responsible for fines incurred if not in compliance with all above regulations. Before the start of work, Service Provider shall post signs and provide barricades to safely protect the public. Service Provider shall remove all signs and barricades at the completion of the service. Service Provider shall follow current Caltrans traffic control guidelines when

performing service as applicable. Service Provider shall provide required submittals to the District Representative as listed in the Submittal Section of this Scope of Services.

1. Service Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the services provided.
2. Service Provider shall give notices and comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection.
3. Material usage shall be accomplished with strict adherence to California Division of Industrial Safety, or other governing regulations, and all manufacturers' warnings and application instructions listed on the Safety Data Sheet and on the product container label.
4. Injury & Illness Prevention Program (IIPP): Service Provider shall prepare and submit to the District's Representative, one (1) copy of their IIPP that addresses all the actions necessary to establish a safe working environment, prior to the commencement of on-site service. It is the Service Provider's responsibility to take all reasonable precautions to ensure the safety of the public and its employees and to comply with all federal, state, and local regulations. It is the Service Provider's responsibility to establish and maintain safe onsite working conditions for the duration of the project.

C. Environmental (Optional)

1. All San Diego Port District Tidelands are regulated under Regional Water Quality Control Board Order No. R9-2013-0001, National Pollutant Discharge Elimination System (NPDES) Permit No. CAS0109266, waste Discharge Requirements for Discharges of Urban Run-off from the Municipal Separate Storm Sewer Systems (MS4s) Draining the Watersheds of the County of San Diego, the Incorporated Cities of San Diego county, and the San Diego Unified Port (Municipal Permit), as adopted, amended, and/or modified. The Municipal Permit prohibits any activities that could degrade storm water quality. All service to be completed as part of the Agreement must comply with all Municipal Permit requirements and District

direction related to permitted activities including the following requirements:

- a. No discharges of any material may enter the storm drain system or receiving water (San Diego Bay) including water, wash water, dust, petroleum products, soil or debris. Service Provider must immediately remove any such material that inadvertently enters the storm drain system and immediately notify District staff.
- b. If any activity could potentially release materials to the storm drain system or the bay, the District Representative must be notified prior to activity and appropriate protection of the storm drain system shall be implemented as described in the California Stormwater Best Management Practices Handbooks developed by the California Stormwater Quality Association (www.cabmphandbooks.com), or the US EPA's Preliminary Data Summary of Urban Stormwater Best Management Practices (www.epa.gov/waterscience/guide/stormwater/). All storm drain protection systems must minimize the discharge of pollutants and be adequately maintained.
- c. Any materials being stored which could release constituents by wind or run-off transport shall be protected by overhead cover, secondary containment, tarpaulins, or other appropriate methods.
- d. Best Management Practices (BMPs) must be implemented to prevent water, wash water, and/or debris from being tracked or transported off of the service site.
- e. Any fuel products, lubricating fluids, grease or other products and/or waste released from Service Provider's vehicles or equipment, shall be collected and disposed of immediately in accordance with state, federal, and local laws.
- f. All job-site waste materials will be properly disposed of at the completion of service including unsalvageable materials that may have been in the storm drain conveyance system.
- g. Service Provider shall ensure that all employees are trained on the nature and implementation of the special provisions outlined above. This training shall include identifying the location of the storm drains on the job site, highlighting the proximity of the bay and the direct connection between the storm drain and the bay, and identifying all

BMPs to be implemented to prevent the discharge of pollutants to the storm drain conveyance system or the bay.

District Environmental and Land Use Management staff may conduct a storm water inspection to verify that BMPs are properly implemented at any time during the project. Additional BMPs may be recommended or required to eliminate or prevent discharges to the stormwater conveyance system or the receiving water.

Environmentally Preferable Products - In alignment with the District's Green Port Policy, the District will strive to minimize environmental impacts directly attributable to operations on San Diego Bay and the tidelands. In alignment with this Policy, the District has established criteria for the procurement of environmentally preferable products.

Accordingly, where practicable and cost effective, Service Provider shall use cleaning and disinfecting products that meet Green Seal certification at all District facilities. All cleaning and power washing products claiming Green Seal certification, shall be required to bear this certification. Products recognized by the Environmental Protection Agency's (EPA) Safer Detergents Stewardship Initiative or the Design for the Environment Program are not required to be Green Seal certified. More information is available at www.greenseal.org and www.epa.gov/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. Accordingly, where practicable and cost effective, Service Provider shall use products that meet Green Seal certification for all services rendered under this Agreement. All products claiming Green Seal certification shall be required to bear this certification. More information is available at www.greenseal.org and www.epa.gov/dfe.

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

D. Execution

Service Provider shall provide scheduled landscape maintenance services as indicated in the Fee Schedule. Service Provider shall complete and submit monthly landscape maintenance reports to the District Representative

along with each monthly invoice. The monthly report shall include work completed, problems encountered, and corrective actions taken.

1. Litter Pickup and Trash Removal – Service Provider shall pick up litter and remove all trash and debris from designated service areas. Litter pick up shall be performed throughout the designated service areas including lawn and landscape areas, pavement, curbs, drainage channels and gutters. Trash and litter shall not be placed in District installed trash bins and commercial dumpsters. Service Provider shall dispose of all trash and litter off Tidelands as work occurs.
2. Weed Control – Service Provider shall keep the designated service areas free of weeds. Weed control shall be performed weekly. Service Provider shall physically remove weeds complete with roots. Hand weeding operations, which remove excessive soil, will not be permitted. Replacement of soil removed shall be at Service Provider's expense. All pre-emergent and post-emergent weed control must be pre-approved by the District Representative prior to its use. Service Provider shall dispose of organic waste off Tidelands as work occurs.
3. Clean Plants of Spent Flowers and Stalks – Service Provider shall clean plants and remove spent flowers, leaves and stalks of all types of shrubs and plants in landscape areas monthly. Service Provider shall dispose of organic waste off Tidelands as work occurs.
4. Irrigation of Lawns and Landscape - Irrigation of lawns and landscape areas shall be accomplished through the use of existing automatic sprinkler systems. Service Provider shall be responsible to provide adequate irrigation should the existing sprinkler system fail.
 - a. Service Provider shall fully irrigate lawns and landscape areas to maintain acceptable growth and color and to encourage deep rooting. Excess application of water causing irrigation runoff will not be permitted. Service Provider must follow all state and local water restriction and water conservation measures.
 - b. Irrigation Checks & Repairs - Service Provider shall perform weekly inspections on systems for malfunctions using the District provided controllers and not the bleed device on the valve. Service Provider shall perform irrigation checks during early morning hours when wind is not present. Service Provider shall maintain all irrigation systems in full and proper operation including spray patterns and replacement of risers, nozzles and heads in kind as needed. Service Provider shall maintain and ensure all irrigation controllers are in proper working order and locked. Service Provider shall keep

controllers and valve boxes clear of soil, water and debris and replace back-up batteries in controllers. Service Provider shall check battery back-up systems for proper operation and replace batteries as needed. Service Provider shall make repairs to the irrigation systems as required to maintain the systems in proper operation.

5. Shrub, Plant and Ground Cover Pruning – Service Provider shall prune quarterly in a manner to permit plants to grow naturally in accordance with their normal growth characteristics and ensure plant growth within reasonable limits to prevent encroachment into lawns, paved areas, passageways, walkways, streets, and view of signs. Tree trunks shall be kept free of all vegetation. Service Provider shall report any dead or damaged portions of shrubs, plants and ground cover to the District Representative, and shall remove as approved by the District Representative.
6. Fertilization of Lawns, Shrub and Plant Beds, Ground Cover, and Small Trees – Service Provider shall fertilize lawns, shrub and plant beds, ground cover and small trees quarterly. Service Provider shall apply approved commercial grade fertilizers immediately after dethatching and aerification of lawn areas at a rate of 1.5 lbs. of nitrogen, 0.5 lbs. of phosphorus, and 1.0 lb. of potassium per 1,000 sq. ft. Service Provider shall fertilize shrub and plant beds, ground cover and small trees (with a maximum 3" trunk diameter) within the designated service areas. Fertilizer shall be applied at the rate of 2 lbs. of nitrogen, 1 lb. of phosphorus and 1 lb. of potassium per 1,000 sq. ft. Service Provider shall remove fertilizer granules immediately following fertilization from adjacent hardscape surfaces. Service Provider shall follow all manufacturer's product labels and directions.
7. Lawn Mowing/Edging & Trimming — Service Provider shall mow all lawns once a week from April 1 to October 31, and then every other week from November 1 to March 31. Inclement weather may preclude adherence to the frequency schedule. In the event of inclement weather, lawn mowing will be performed within 2 business days of clear weather and/or dry ground conditions. Failure of Service Provider to adhere to the schedule because of mechanical breakdown of equipment will not be an acceptable reason for changing the mowing schedule. Lawn areas shall be mowed with reel type mowers. Mowers shall be maintained so as to provide a uniform level cut without ridges or depressions. Acceptable mowing heights shall not exceed 5/8 inch.
 - a. Lawn Edging and Trimming – Service Provider shall edge and trim lawns adjacent to improved surfaces. Where no improved surface exists, lawn edges shall be maintained to prevent intrusion of the

lawn into shrub beds or across property lines. Service Provider shall perform edging and trimming concurrently with the mowing of lawn areas. Only rigid blade edgers will be permitted.

8. Lawn Dethatching – Service Provider may use ride-on equipment for dethatching large lawn areas. Service Provider shall use walk- behind equipment in small areas that ride-on equipment cannot reach. Lawn areas shall be detached annually in the spring. Immediately following dethatching, lawn areas shall be mowed to acceptable heights.
9. Lawn Aerification- Service Provider may use ride-on equipment for aerification of large lawn areas. Service Provider shall use walk- behind equipment that ride-on equipment cannot reach. Lawn areas shall be aerated immediately prior to dethatching of lawns and six months after dethatching. Service Provider shall promptly remove aeration cores from lawn areas by vacuuming or other District approved method. Minimum depth of aeration shall be four inches.
10. Pest Management – Service Provider shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies which govern the use of pesticides. Service Provider shall furnish the District Representative a current registered copy of the County of San Diego certificate, which permits application of pesticides. Service Provider shall submit monthly pesticide usage reports to the County of San Diego as required.
 - a. Inspection – Service Provider shall inspect each location every other month and shall notify District Representative immediately upon discovery of pests.
 - b. Application – Service Provider shall inspect each location twice yearly and determine the appropriate pesticide to be applied. Service Provider shall apply all pesticides per the recommendation of their licensed Pest Control Advisor. Service Provider shall apply pesticides twice a year. Service Provider shall provide District Representative a detailed report of the types of pesticides used and locations.
 - c. Pesticides – Pesticides shall be any substance or mixtures used for preventing, repelling, mitigating or destroying weeds, insects, rodents, or nematodes and any substances or mixtures of substances intended for use as a plant regulator, defoliant, or desiccant. Pesticides shall include herbicides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil storylands, and repellents.

11. As-Needed Services, Materials, Supplies and Incidentals to Support Landscape Maintenance Services

The District Representative may request as-needed landscape services, materials, supplies and incidentals to support landscape maintenance that are not specifically defined in the above Execution. These services shall only be performed by the Service Provider upon receipt of an approved written Task Authorization (Exhibit A) that specifically indicates the scope and negotiated cost of the materials, supplies, incidentals, or services. A Task Authorization shall not be considered effective until the Task Authorization form has been signed by the District. The District does not guarantee a minimum amount of as-needed services or materials.

Service Provider shall be compensated and reimbursed by District for approved materials, supplies and incidentals to support as-needed landscape maintenance only plus a 10% mark-up as substantiated by the supplier's receipts. Supplier's material receipts for as-needed landscape maintenance services shall be attached to the corresponding monthly invoice and submitted to the District for payment.

Locations

Service Provider shall provide landscape maintenance services to designated service areas as indicated in the shaded areas of the maps attached (Exhibit E – North Harbor Drive Area Maps). The District Representative may request as-needed landscape services, materials, supplies and incidentals to support landscape maintenance that are not specifically defined in the (Exhibit E North Harbor Drive area Maps).

D. Scheduled Work and Response Times

Service Provider shall provide landscape maintenance services that meet the following response times:

1. Scheduled Work – Service Provider shall provide District Representative with a written schedule of work to be performed under this Agreement by the first business day of each month. All work shall be performed between the hours of 6:00 am and 5:00 p.m., Monday through Friday. No work shall be performed on Saturday and Sundays and holidays unless authorized by the District Representative. (Exhibit D - District Holidays)
2. Rework – The District Representative shall inspect the quality of work and if required, Service Provider shall correct the work deficiencies at no additional costs to the District. Any new or existing lawn, shrubs, ground cover, and trees, which have died or have been damaged due to unsatisfactory work, shall be replaced within 48 hours at the expense of the Service Provider at the request of the District Representative.

E. Submittals

1. Materials Service Provider shall submit, for District Representative's acceptance, a list of all materials proposed to be used under this Agreement.
2. Permits Whenever and/or wherever traffic control is required for public safety and convenience, Service Provider shall obtain a City Traffic Control Permit(s) for the landscape maintenance services. Service Provider shall also obtain all other permits incidental to the service, or made necessary by its operation, including those permits required for night service, overload and equipment, and pay all fees and costs incurred for and by the permit requirements. However, Service Provider shall not be entitled to reimbursement from the District for said fees and costs.
3. Equipment List Service Provider shall submit, for District Representative's approval, a list of all motorized equipment proposed for use under this Agreement. No motorized equipment shall be used by Service Provider under this Agreement until the equipment is approved in writing by the District Representative.
4. Safety Data Sheets (SDS) Service Provider shall furnish three (3) copies of the SDS for all chemicals used on District properties.
5. 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.
6. Service Provider shall submit a current, registered copy of the County of San Diego certificate, which permits application of pesticides.

F. Security Background Check and Badging

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

G. Licensing and Certifications

1. The Service Provider license requirement for this Agreement is California State Service Provider's License, Classification C-27 and to comply with State Agricultural Code.

- 2 . The Service Provider shall have at a minimum:
- (a) Qualified Applicator Certificate; or
 - (b) Qualified Applicator License issued by the State of California; and
 - (c) Registration as a pesticide applicator with the Agricultural Commissioner of the County of San Diego. A copy of any license or certification required under this Agreement shall be provided to the District Representative at the kick-off meeting.

**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) Services shall be invoiced in accordance with the following Rate Schedules:

TERM ONE JULY 2023 - JUNE 2024

TERM ONE: July 2023 – June 2024				
AREA 1 - Emerson Street & Scott Street to Nimitz Boulevard & Harbor Drive				
Item No.	Description of Service	Estimated Quantities	Unit of Measure	Unit Price Per Visit
1	Litter Pick Up & Trash Removal	Weekly (52)	Per visit	\$ 88.00
2	Weed Control	Weekly (52)	Per visit	\$ 88.00
3	Irrigation of Landscape	Weekly (52)	Per visit	\$ 62.50
4	Plant Cleaning	Monthly (12)	Per visit	\$ 225.00
5	Pest Management	Bimonthly (6)	Per visit	\$ 200.00
6	Shrub, Plant & Ground Cover Pruning	Quarterly (4)	Per visit	\$ 650.00
7	Fertilization of Shrub & Plant Beds, Ground Cover & Small Trees	Quarterly (4)	Per visit	\$ 310.00
8	Mulch Distribution	Semi Annual (2)	Per visit	\$ 1,000.00

TERM ONE: July 2023 – June 2024				
AREA 2 - Harbor Drive Medians from Nimitz Blvd through Harbor Island Drive				
Item No.	Description of Service	Estimated Quantities	Unit of Measure	Unit Price Per Visit
1	Litter Pick Up & Trash Removal	Weekly (52)	Per visit	\$75.00
2	Weed Control	Weekly (52)	Per visit	\$75.00
3	Irrigation of Landscape	Weekly (52)	Per visit	\$75.00
4	Plant Cleaning	Monthly (12)	Per visit	\$200.00
5	Pest Management	Bimonthly (6)	Per visit	\$200.00
6	Shrub, Plant & Ground Cover Pruning	Quarterly (4)	Per visit	\$500.00

7	Fertilization of Shrub & Plant Beds, Ground Cover & Small Trees	Quarterly (4)	Per visit	\$225.00
8	Mulch Distribution	Semi Annual (2)	Per visit	\$1,375.00

TERM ONE: July 2023 – June 2024				
AREA 3 - Harbor Drive at Harbor Island Drive to West Ash Street including Laurel between Pacific Highway and Harbor Drive (Anchor Lawn area)				
Item No.	Description of Service	Estimated Quantities	Unit of Measure	Unit Price Per Visit
1	Litter Pick Up & Trash Removal	Weekly (52)	Per visit	\$ 162.19
2	Weed Control	Weekly (52)	Per visit	\$ 162.17
3	Irrigation of Lawns & Landscape	Weekly (52)	Per visit	\$ 110.26
4	Lawn Mowing Edging & Trimming			
4a	April – October	Weekly (30)	Per visit	\$ 187.00
4b	November-March	Biweekly (21.7)	Per visit	\$ 187.00
5	Plant Cleaning	Monthly (12)	Per visit	\$ 150.00
6	Pest Management	Bimonthly (6)	Per visit	\$ 200.00
7	Shrub, Plant & Ground Cover Pruning	Quarterly (4)	Per visit	\$ 750.00
8	Fertilization of Shrub & Plant Beds, Ground Cover & Small Trees	Quarterly (4)	Per visit	\$ 200.00
9	Lawn Dethatching	Semi Annual (2)	Per visit	\$ 1,650.00
10	Lawn Aerification	Semi Annual (2)	Per visit	\$ 1,250.00
11	Mulch Distribution	Semi Annual (2)	Per visit	\$ 1,650.00

TERM ONE: July 2023 – June 2024				
AREA 4 - Harbor Dr from Pacific Highway to Park Blvd (including the area at the Pedestrian bridge structure)				
Item No.	Description of Service	Estimated Quantities	Unit of Measure	Unit Price Per Visit
1	Litter Pick Up & Trash Removal	Weekly (52)	Per visit	\$ 124.95
2	Weed Control	Weekly (52)	Per visit	\$ 125.00
3	Irrigation of Lawns & Landscape	Weekly (52)	Per visit	\$ 125.00
4	Lawn Mowing Edging & Trimming			
4a	April – October	Weekly (30.3)	Per visit	\$ 375.00
4b	November – March	Biweekly (21.7)	Per visit	\$ 250.00
5	Plant Cleaning	Monthly (12)	Per visit	\$ 550.00
6	Pest Management	Bimonthly (6)	Per visit	\$ 200.00
7	Shrub, Plant & Ground Cover Pruning	Quarterly (4)	Per visit	\$ 525.00
8	Fertilization of Shrub & Plant Beds, Ground Cover & Small Trees	Quarterly (4)	Per visit	\$ 325.00
9	Lawn Dethatching	Semi Annual (2)	Per visit	\$ 1,100.00
10	Lawn Aerification	Semi Annual (2)	Per visit	\$ 1,100.00
11	Mulch Distribution	Semi Annual (2)	Per visit	\$ 1,300.00

TERM ONE: July 2023 – June 2024				
AREA 5 - Harbor Island Drive from Harbor Dr through the intersection of Harbor Island Dr				
Item No.	Description of Service	Estimated Quantities	Unit of Measure	Unit Price Per Visit
1	Litter Pick Up & Trash Removal	Weekly (52)	Per visit	\$ 100.00
2	Weed Control	Weekly (52)	Per visit	\$ 100.00
3	Irrigation of Landscape	Weekly (52)	Per visit	\$ 100.00

4	Edging & Trimming	Weekly (52)	Per visit	\$ 100.00
5	Shrub, Plant & Ground Cover Pruning	Quarterly (4)	Per visit	\$ 600.00

TERM TWO JULY 2024 - JUNE 2025

TERM TWO: July 2024 – June 2025				
AREA 1 - Emerson Street & Scott Street to Nimitz Boulevard & Harbor Drive				
Item No.	Description of Service	Estimated Quantities	Unit of Measure	Unit Price Per Visit
1	Litter Pick Up & Trash Removal	Weekly (52)	Per visit	\$ 89.76
2	Weed Control	Weekly (52)	Per visit	\$ 89.76
3	Irrigation of Landscape	Weekly (52)	Per visit	\$ 63.75
4	Plant Cleaning	Monthly (12)	Per visit	\$ 229.50
5	Pest Management	Bimonthly (6)	Per visit	\$ 204.00
6	Shrub, Plant & Ground Cover Pruning	Quarterly (4)	Per visit	\$ 663.00
7	Fertilization of Shrub & Plant Beds, Ground Cover & Small Trees	Quarterly (4)	Per visit	\$ 316.20
8	Mulch Distribution	Semi Annual (2)	Per visit	\$ 1,020.00

TERM TWO: July 2024 – June 2025				
AREA 2 - Harbor Drive Medians from Nimitz Blvd through Harbor Island Drive				
Item No.	Description of Service	Estimated Quantities	Unit of Measure	Unit Price Per Visit
1	Litter Pick Up & Trash Removal	Weekly (52)	Per visit	\$ 76.50
2	Weed Control	Weekly (52)	Per visit	\$ 76.50
3	Irrigation of Landscape	Weekly (52)	Per visit	\$ 76.50
4	Plant Cleaning	Monthly (12)	Per visit	\$ 204.00
5	Pest Management	Bimonthly (6)	Per visit	\$ 204.00

6	Shrub, Plant & Ground Cover Pruning	Quarterly (4)	Per visit	\$ 510.00
7	Fertilization of Shrub & Plant Beds, Ground Cover & Small Trees	Quarterly (4)	Per visit	\$ 229.50
8	Mulch Distribution	Semi Annual (2)	Per visit	\$ 1,402.50

TERM TWO: July 2024 – June 2025**AREA 3 - Harbor Drive at Harbor Island Drive to West Ash Street including Laurel between Pacific Highway and Harbor Drive (Anchor Lawn area)**

Item No.	Description of Service	Estimated Quantities	Unit of Measure	Unit Price Per Visit
1	Litter Pick Up & Trash Removal	Weekly (52)	Per visit	\$ 165.43
2	Weed Control	Weekly (52)	Per visit	\$ 165.41
3	Irrigation of Lawns & Landscape	Weekly (52)	Per visit	\$ 112.47
4	Lawn Mowing Edging & Trimming			
4a	April – October	Weekly (30)	Per visit	\$ 190.74
4b	November-March	Biweekly (21.7)	Per visit	\$ 190.74
5	Plant Cleaning	Monthly (12)	Per visit	\$ 153.00
6	Pest Management	Bimonthly (6)	Per visit	\$ 204.00
7	Shrub, Plant & Ground Cover Pruning	Quarterly (4)	Per visit	\$ 765.00
8	Fertilization of Shrub & Plant Beds, Ground Cover & Small Trees	Quarterly (4)	Per visit	\$ 204.00
9	Lawn Dethatching	Semi Annual (2)	Per visit	\$ 1,683.00
10	Lawn Aerification	Semi Annual (2)	Per visit	\$ 1,275.00
11	Mulch Distribution	Semi Annual (2)	Per visit	\$ 1,683.00

TERM TWO: July 2024 – June 2025				
AREA 4 - Harbor Dr from Pacific Highway to Park Blvd (including the area at the Pedestrian bridge structure)				
Item No.	Description of Service	Estimated Quantities	Unit of Measure	Unit Price Per Visit
1	Litter Pick Up & Trash Removal	Weekly (52)	Per visit	\$ 127.45
2	Weed Control	Weekly (52)	Per visit	\$ 127.50
3	Irrigation of Lawns & Landscape	Weekly (52)	Per visit	\$ 127.50
4	Lawn Mowing Edging & Trimming			
4a	April – October	Weekly (30.3)	Per visit	\$ 382.50
4b	November – March	Biweekly (21.7)	Per visit	\$ 255.00
5	Plant Cleaning	Monthly (12)	Per visit	\$ 561.00
6	Pest Management	Bimonthly (6)	Per visit	\$ 204.00
7	Shrub, Plant & Ground Cover Pruning	Quarterly (4)	Per visit	\$ 535.50
8	Fertilization of Shrub & Plant Beds, Ground Cover & Small Trees	Quarterly (4)	Per visit	\$ 331.50
9	Lawn Dethatching	Semi Annual (2)	Per visit	\$ 1,122.00
10	Lawn Aerification	Semi Annual (2)	Per visit	\$ 1,122.00
11	Mulch Distribution	Semi Annual (2)	Per visit	\$ 1,326.00

TERM TWO: July 2024 – June 2025				
AREA 5 - Harbor Island Drive from Harbor Dr through the intersection of Harbor Island Dr				
Item No.	Description of Service	Estimated Quantities	Unit of Measure	Unit Price Per Visit
1	Litter Pick Up & Trash Removal	Weekly (52)	Per visit	\$ 102.00
2	Weed Control	Weekly (52)	Per visit	\$ 102.00

3	Irrigation of Landscape	Weekly (52)	Per visit	\$ 102.00
4	Edging & Trimming	Weekly (52)	Per visit	\$ 102.00
5	Shrub, Plant & Ground Cover Pruning	Quarterly (4)	Per visit	\$ 612.00

TERM THREE JULY 2025 - JUNE 2026

TERM THREE: July 2025 – June 2026				
AREA 1 - Emerson Street & Scott Street to Nimitz Boulevard & Harbor Drive				
Item No.	Description of Service	Estimated Quantities	Unit of Measure	Unit Price Per Visit
1	Litter Pick Up & Trash Removal	Weekly (52)	Per visit	\$ 91.56
2	Weed Control	Weekly (52)	Per visit	\$ 91.56
3	Irrigation of Landscape	Weekly (52)	Per visit	\$ 65.03
4	Plant Cleaning	Monthly (12)	Per visit	\$ 234.09
5	Pest Management	Bimonthly (6)	Per visit	\$ 208.08
6	Shrub, Plant & Ground Cover Pruning	Quarterly (4)	Per visit	\$ 676.26
7	Fertilization of Shrub & Plant Beds, Ground Cover & Small Trees	Quarterly (4)	Per visit	\$ 322.52
8	Mulch Distribution	Semi Annual (2)	Per visit	\$ 1,040.40

TERM THREE: July 2025 – June 2026				
AREA 2 - Harbor Drive Medians from Nimitz Blvd through Harbor Island Drive				
Item No.	Description of Service	Estimated Quantities	Unit of Measure	Unit Price Per Visit
1	Litter Pick Up & Trash Removal	Weekly (52)	Per visit	\$ 78.03
2	Weed Control	Weekly (52)	Per visit	\$ 78.03
3	Irrigation of Landscape	Weekly (52)	Per visit	\$ 78.03

4	Plant Cleaning	Monthly (12)	Per visit	\$ 208.08
5	Pest Management	Bimonthly (6)	Per visit	\$ 208.08
6	Shrub, Plant & Ground Cover Pruning	Quarterly (4)	Per visit	\$ 520.20
7	Fertilization of Shrub & Plant Beds, Ground Cover & Small Trees	Quarterly (4)	Per visit	\$ 234.09
8	Mulch Distribution	Semi Annual (2)	Per visit	\$ 1,430.55

TERM THREE: July 2025 – June 2026**AREA 3 - Harbor Drive at Harbor Island Drive to West Ash Street including Laurel between Pacific Highway and Harbor Drive (Anchor Lawn area)**

Item No.	Description of Service	Estimated Quantities	Unit of Measure	Unit Price Per Visit
1	Litter Pick Up & Trash Removal	Weekly (52)	Per visit	\$ 168.74
2	Weed Control	Weekly (52)	Per visit	\$ 168.72
3	Irrigation of Lawns & Landscape	Weekly (52)	Per visit	\$ 114.71
4	Lawn Mowing Edging & Trimming			
4a	April – October	Weekly (30)	Per visit	\$ 194.55
4b	November-March	Biweekly (21.7)	Per visit	\$ 194.55
5	Plant Cleaning	Monthly (12)	Per visit	\$ 156.06
6	Pest Management	Bimonthly (6)	Per visit	\$ 208.08
7	Shrub, Plant & Ground Cover Pruning	Quarterly (4)	Per visit	\$ 780.30
8	Fertilization of Shrub & Plant Beds, Ground Cover & Small Trees	Quarterly (4)	Per visit	\$ 208.08
9	Lawn Dethatching	Semi Annual (2)	Per visit	\$ 1,716.66
10	Lawn Aerification	Semi Annual (2)	Per visit	\$ 1,300.50

11	Mulch Distribution	Semi Annual (2)	Per visit	\$ 1,716.66
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TERM THREE: July 2025 – June 2026				
AREA 4 - Harbor Dr from Pacific Highway to Park Blvd (including the area at the Pedestrian bridge structure)				
Item No.	Description of Service	Estimated Quantities	Unit of Measure	Unit Price Per Visit
1	Litter Pick Up & Trash Removal	Weekly (52)	Per visit	\$ 129.99
2	Weed Control	Weekly (52)	Per visit	\$ 130.05
3	Irrigation of Lawns & Landscape	Weekly (52)	Per visit	\$ 130.05
4	Lawn Mowing Edging & Trimming			
4a	April – October	Weekly (30.3)	Per visit	\$ 390.15
4b	November – March	Biweekly (21.7)	Per visit	\$ 260.10
5	Plant Cleaning	Monthly (12)	Per visit	\$ 572.22
6	Pest Management	Bimonthly (6)	Per visit	\$ 208.08
7	Shrub, Plant & Ground Cover Pruning	Quarterly (4)	Per visit	\$ 546.21
8	Fertilization of Shrub & Plant Beds, Ground Cover & Small Trees	Quarterly (4)	Per visit	\$ 338.13
9	Lawn Dethatching	Semi Annual (2)	Per visit	\$ 1,144.44
10	Lawn Aerification	Semi Annual (2)	Per visit	\$ 1,144.44
11	Mulch Distribution	Semi Annual (2)	Per visit	\$ 1,352.52

TERM THREE: July 2025 – June 2026				
AREA 5 - Harbor Island Drive from Harbor Dr through the intersection of Harbor Island Dr				
Item No.	Description of Service	Estimated Quantities	Unit of Measure	Unit Price Per Visit
1	Litter Pick Up & Trash Removal	Weekly (52)	Per visit	\$ 104.04
2	Weed Control	Weekly (52)	Per visit	\$ 104.04
3	Irrigation of Landscape	Weekly (52)	Per visit	\$ 104.04
4	Edging & Trimming	Weekly (52)	Per visit	\$ 104.04
5	Shrub, Plant & Ground Cover Pruning	Quarterly (4)	Per visit	\$ 624.24

TERM FOUR JULY 2026- JUNE 2027

TERM FOUR: July 2026 – June 2027				
AREA 1 - Emerson Street & Scott Street to Nimitz Boulevard & Harbor Drive				
Item No.	Description of Service	Estimated Quantities	Unit of Measure	Unit Price Per Visit
1	Litter Pick Up & Trash Removal	Weekly (52)	Per visit	\$ 93.39
2	Weed Control	Weekly (52)	Per visit	\$ 93.39
3	Irrigation of Landscape	Weekly (52)	Per visit	\$ 66.33
4	Plant Cleaning	Monthly (12)	Per visit	\$ 238.77
5	Pest Management	Bimonthly (6)	Per visit	\$ 212.24
6	Shrub, Plant & Ground Cover Pruning	Quarterly (4)	Per visit	\$ 689.79
7	Fertilization of Shrub & Plant Beds, Ground Cover & Small Trees	Quarterly (4)	Per visit	\$ 328.97
8	Mulch Distribution	Semi Annual (2)	Per visit	\$ 1,061.21

TERM FOUR: July 2026 – June 2027				
AREA 2 - Harbor Drive Medians from Nimitz Blvd through Harbor Island Drive				

Item No.	Description of Service	Estimated Quantities	Unit of Measure	Unit Price Per Visit
1	Litter Pick Up & Trash Removal	Weekly (52)	Per visit	\$ 79.59
2	Weed Control	Weekly (52)	Per visit	\$ 79.59
3	Irrigation of Landscape	Weekly (52)	Per visit	\$ 79.59
4	Plant Cleaning	Monthly (12)	Per visit	\$ 212.24
5	Pest Management	Bimonthly (6)	Per visit	\$ 212.24
6	Shrub, Plant & Ground Cover Pruning	Quarterly (4)	Per visit	\$ 530.60
7	Fertilization of Shrub & Plant Beds, Ground Cover & Small Trees	Quarterly (4)	Per visit	\$ 238.77
8	Mulch Distribution	Semi Annual (2)	Per visit	\$ 1,459.16

TERM FOUR: July 2026 – June 2027**AREA 3 - Harbor Drive at Harbor Island Drive to West Ash Street including Laurel between Pacific Highway and Harbor Drive (Anchor Lawn area)**

Item No.	Description of Service	Estimated Quantities	Unit of Measure	Unit Price Per Visit
1	Litter Pick Up & Trash Removal	Weekly (52)	Per visit	\$ 172.12
2	Weed Control	Weekly (52)	Per visit	\$ 172.10
3	Irrigation of Lawns & Landscape	Weekly (52)	Per visit	\$ 117.01
4	Lawn Mowing Edging & Trimming			
4a	April – October	Weekly (30)	Per visit	\$ 198.45
4b	November-March	Biweekly (21.7)	Per visit	\$ 198.45
5	Plant Cleaning	Monthly (12)	Per visit	\$ 159.18
6	Pest Management	Bimonthly (6)	Per visit	\$ 212.24
7	Shrub, Plant & Ground Cover Pruning	Quarterly (4)	Per visit	\$ 795.91

8	Fertilization of Shrub & Plant Beds, Ground Cover & Small Trees	Quarterly (4)	Per visit	\$ 212.24
9	Lawn Dethatching	Semi Annual (2)	Per visit	\$ 1,750.99
10	Lawn Aerification	Semi Annual (2)	Per visit	\$ 1,326.51
11	Mulch Distribution	Semi Annual (2)	Per visit	\$ 1,750.99

TERM FOUR: July 2026 – June 2027				
AREA 4 - Harbor Dr from Pacific Highway to Park Blvd (including the area at the Pedestrian bridge structure)				
Item No.	Description of Service	Estimated Quantities	Unit of Measure	Unit Price Per Visit
1	Litter Pick Up & Trash Removal	Weekly (52)	Per visit	\$ 132.59
2	Weed Control	Weekly (52)	Per visit	\$ 132.65
3	Irrigation of Lawns & Landscape	Weekly (52)	Per visit	\$ 132.65
4	Lawn Mowing Edging & Trimming			
4a	April – October	Weekly (30.3)	Per visit	\$ 397.95
4b	November – March	Biweekly (21.7)	Per visit	\$ 265.30
5	Plant Cleaning	Monthly (12)	Per visit	\$ 583.66
6	Pest Management	Bimonthly (6)	Per visit	\$ 212.24
7	Shrub, Plant & Ground Cover Pruning	Quarterly (4)	Per visit	\$ 557.13
8	Fertilization of Shrub & Plant Beds, Ground Cover & Small Trees	Quarterly (4)	Per visit	\$ 344.89
9	Lawn Dethatching	Semi Annual (2)	Per visit	\$ 1,167.33

10	Lawn Aerification	Semi Annual (2)	Per visit	\$ 1,167.33
11	Mulch Distribution	Semi Annual (2)	Per visit	\$ 1,379.57

TERM FOUR: July 2026 – June 2027**AREA 5 - Harbor Island Drive from Harbor Dr through the intersection of Harbor Island Dr**

Item No.	Description of Service	Estimated Quantities	Unit of Measure	Unit Price Per Visit
1	Litter Pick Up & Trash Removal	Weekly (52)	Per visit	\$ 106.12
2	Weed Control	Weekly (52)	Per visit	\$ 106.12
3	Irrigation of Landscape	Weekly (52)	Per visit	\$ 106.12
4	Edging & Trimming	Weekly (52)	Per visit	\$ 106.12
5	Shrub, Plant & Ground Cover Pruning	Quarterly (4)	Per visit	\$ 636.72

TERM FIVE JULY 2027- JUNE 2028**TERM FIVE: July 2027 – June 2028****AREA 1 - Emerson Street & Scott Street to Nimitz Boulevard & Harbor Drive**

Item No.	Description of Service	Estimated Quantities	Unit of Measure	Unit Price Per Visit
1	Litter Pick Up & Trash Removal	Weekly (52)	Per visit	\$ 95.25
2	Weed Control	Weekly (52)	Per visit	\$ 95.25
3	Irrigation of Landscape	Weekly (52)	Per visit	\$ 67.65
4	Plant Cleaning	Monthly (12)	Per visit	\$ 243.55
5	Pest Management	Bimonthly (6)	Per visit	\$ 216.49
6	Shrub, Plant & Ground Cover Pruning	Quarterly (4)	Per visit	\$ 703.58
7	Fertilization of Shrub & Plant Beds, Ground Cover & Small Trees	Quarterly (4)	Per visit	\$ 335.55

8	Mulch Distribution	Semi Annual (2)	Per visit	\$ 1,082.43
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TERM FIVE: July 2027 – June 2028				
AREA 2 - Harbor Drive Medians from Nimitz Blvd through Harbor Island Drive				
Item No.	Description of Service	Estimated Quantities	Unit of Measure	Unit Price Per Visit
1	Litter Pick Up & Trash Removal	Weekly (52)	Per visit	\$ 81.18
2	Weed Control	Weekly (52)	Per visit	\$ 81.18
3	Irrigation of Landscape	Weekly (52)	Per visit	\$ 81.18
4	Plant Cleaning	Monthly (12)	Per visit	\$ 216.49
5	Pest Management	Bimonthly (6)	Per visit	\$ 216.49
6	Shrub, Plant & Ground Cover Pruning	Quarterly (4)	Per visit	\$ 541.22
7	Fertilization of Shrub & Plant Beds, Ground Cover & Small Trees	Quarterly (4)	Per visit	\$ 243.55
8	Mulch Distribution	Semi Annual (2)	Per visit	\$ 1,488.34

TERM FIVE: July 2027 – June 2028				
AREA 3 - Harbor Drive at Harbor Island Drive to West Ash Street including Laurel between Pacific Highway and Harbor Drive (Anchor Lawn area)				
Item No.	Description of Service	Estimated Quantities	Unit of Measure	Unit Price Per Visit
1	Litter Pick Up & Trash Removal	Weekly (52)	Per visit	\$ 175.56
2	Weed Control	Weekly (52)	Per visit	\$ 175.54
3	Irrigation of Lawns & Landscape	Weekly (52)	Per visit	\$ 119.35

4	Lawn Mowing Edging & Trimming			
4a	April – October	Weekly (30)	Per visit	\$ 202.41
4b	November-March	Biweekly (21.7)	Per visit	\$ 202.41
5	Plant Cleaning	Monthly (12)	Per visit	\$ 162.36
6	Pest Management	Bimonthly (6)	Per visit	\$ 216.49
7	Shrub, Plant & Ground Cover Pruning	Quarterly (4)	Per visit	\$ 811.82
8	Fertilization of Shrub & Plant Beds, Ground Cover & Small Trees	Quarterly (4)	Per visit	\$ 216.49
9	Lawn Dethatching	Semi Annual (2)	Per visit	\$ 1,786.01
10	Lawn Aerification	Semi Annual (2)	Per visit	\$ 1,353.04
11	Mulch Distribution	Semi Annual (2)	Per visit	\$ 1,786.01

TERM FIVE: July 2027 – June 2028				
AREA 4 - Harbor Dr from Pacific Highway to Park Blvd (including the area at the Pedestrian bridge structure)				
Item No.	Description of Service	Estimated Quantities	Unit of Measure	Unit Price Per Visit
1	Litter Pick Up & Trash Removal	Weekly (52)	Per visit	\$ 135.25
2	Weed Control	Weekly (52)	Per visit	\$ 135.30
3	Irrigation of Lawns & Landscape	Weekly (52)	Per visit	\$ 135.30
4	Lawn Mowing Edging & Trimming			
4a	April – October	Weekly (30.3)	Per visit	\$ 405.91
4b	November – March	Biweekly (21.7)	Per visit	\$ 270.61
5	Plant Cleaning	Monthly (12)	Per visit	\$ 595.34
6	Pest Management	Bimonthly (6)	Per visit	\$ 216.49

7	Shrub, Plant & Ground Cover Pruning	Quarterly (4)	Per visit	\$ 568.28
8	Fertilization of Shrub & Plant Beds, Ground Cover & Small Trees	Quarterly (4)	Per visit	\$ 351.79
9	Lawn Dethatching	Semi Annual (2)	Per visit	\$ 1,190.68
10	Lawn Aerification	Semi Annual (2)	Per visit	\$ 1,190.68
11	Mulch Distribution	Semi Annual (2)	Per visit	\$ 1,407.16

TERM FIVE: July 2027 – June 2028**AREA 5 - Harbor Island Drive from Harbor Dr through the intersection of Harbor Island Dr**

Item No.	Description of Service	Estimated Quantities	Unit of Measure	Unit Price Per Visit
1	Litter Pick Up & Trash Removal	Weekly (52)	Per visit	\$ 108.24
2	Weed Control	Weekly (52)	Per visit	\$ 108.24
3	Irrigation of Landscape	Weekly (52)	Per visit	\$ 108.24
4	Edging & Trimming	Weekly (52)	Per visit	\$ 108.24
5	Shrub, Plant & Ground Cover Pruning	Quarterly (4)	Per visit	\$ 649.46

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.

b. **Reimbursable Expenses.**

Sub-Contractor Costs
Direct Costs

0% mark-up
At Cost (zero mark-up)

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

2. **INVOICING.**

- a. **Payment Documentation.** As a prerequisite to payment for services, Service Provider shall invoice District for services performed and for reimbursable expenses authorized by this Agreement, accompanied by such records, receipts and forms as required.
- b. Service Provider shall include the following information on each invoice submitted for payment by District, in addition to the information required in Section 1, above:
 - 1) Agreement No. 16-2023RH
 - 2) If applicable, the Task Authorization(s) (TA) number being charged.
 - 3) The following certification phrase, with printed name, title and signature of Service Provider's project manager or designated representative:

"I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. _____, and that payment has not been received."
 - 4) Dates of service provided
 - 5) Date of invoice
 - 6) A unique invoice number
- c. District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.
- d. Invoices shall be e-mailed to the attention of:
GE_Invoices@portofsandiego.org
- 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. 16-2023RH-20
 (Agreement Title)

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

TASK DESCRIPTION

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

8. **Scope of Services.**

9. Contractor Staffing (If applicable)

Name	Classification	Hours
	Staff as needed per Agreement rates	

10. List of Sub-Contractors (If applicable)

N/A

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

APPROVALS**Service Provider:**

Signature: _____

Name: _____

Title: _____

Firm: _____

Date: _____

Project Manager:

Signature: _____

Name: _____

Title: Project Manager

Date: _____

Manager:

Signature: _____

Name: _____

Title: Manager

Date: _____

Director/Chief Engineer:

Signature: _____

Name: _____

Title: Director/Chief Engineer

Date: _____

EXHIBIT B CERTIFICATE OF INSURANCE San Diego Unified Port District

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

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

Return this form to:

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

Name and Address of Insured (Consultant)	SDUPD Agreement Number: _____ This certificate applies to all operations of named insureds on District property in connection with all agreements between the District and Insured.
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CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	Commercial General Liability <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims-made Form Retro Date _____ <input type="checkbox"/> Liquor Liability Deductible/SIR: \$ _____		Commencement Date: Expiration Date:	Each Occurrence: \$ _____ General Aggregate: \$ _____
	Commercial Automobile Liability <input type="checkbox"/> All Autos <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned & Hired Autos		Commencement Date: Expiration Date:	Each Occurrence: \$ _____
	Workers Compensation – Statutory Employer's Liability		Commencement Date: Expiration Date:	E.L. Each Accident \$ _____ E.L. Disease Each Employee \$ _____ E.L. Disease Policy Limit \$ _____
	Professional Liability <input type="checkbox"/> Claims Made Retro-Active Date _____		Commencement Date: Expiration Date:	Each Claim \$ _____
	Excess/Umbrella Liability		Commencement Date: Expiration Date:	Each Occurrence: \$ _____ General Aggregate: \$ _____
CO LTR	COMPANIES AFFORDING COVERAGE			A. M. BEST RATING
A				
B				
C				
D				

A. M. Best Financial Ratings of Insurance Companies Affording Coverage Must be A-VII or better unless approved in writing by the District.

Name and Address of Authorized Agent(s) or Broker(s)	E-mail Address: Phone: _____ Fax Number: _____ Signature of Authorized Agent(s) or Broker(s)
--	--

Date:

SAN DIEGO UNIFIED PORT DISTRICT
REQUIRED INSURANCE ENDORSEMENT

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

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

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

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

(NAME OF INSURANCE COMPANY)

(SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

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:

EXHIBIT D
HOLIDAYS
San Diego Unified Port District

FEDERAL HOLIDAYS

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

DISTRICT HOLIDAYS

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

Emerson Street & Scott Street to Nimitz Boulevard & Harbor Drive



Landscaping beds and
hardscape within medians

Landscaping beds between
sidewalk and parking lot
Landscaping beds at entrances

Harbor Dr Medians from Nimitz Blvd to Harbor Island Drive

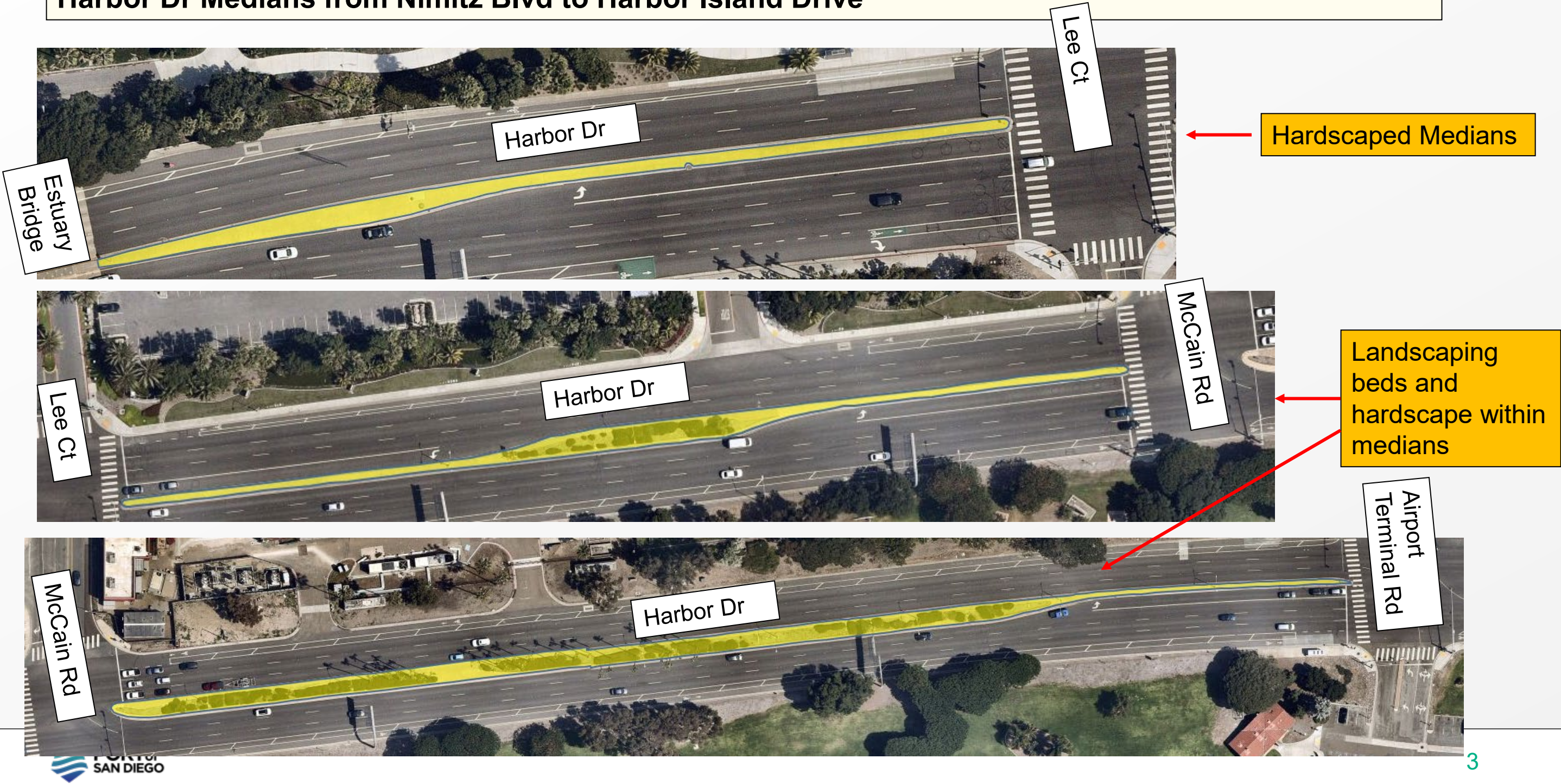


Landscaping beds and hardscape within medians



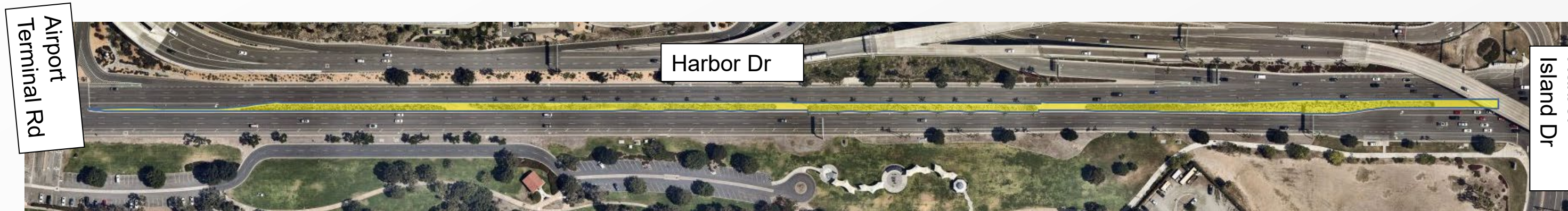
Hardscaped Medians

Harbor Dr Medians from Nimitz Blvd to Harbor Island Drive



Harbor Dr Medians from Nimitz Blvd to Harbor Island Drive

Landscaping beds and hardscape within medians



NHD – Area 3 (Medians)

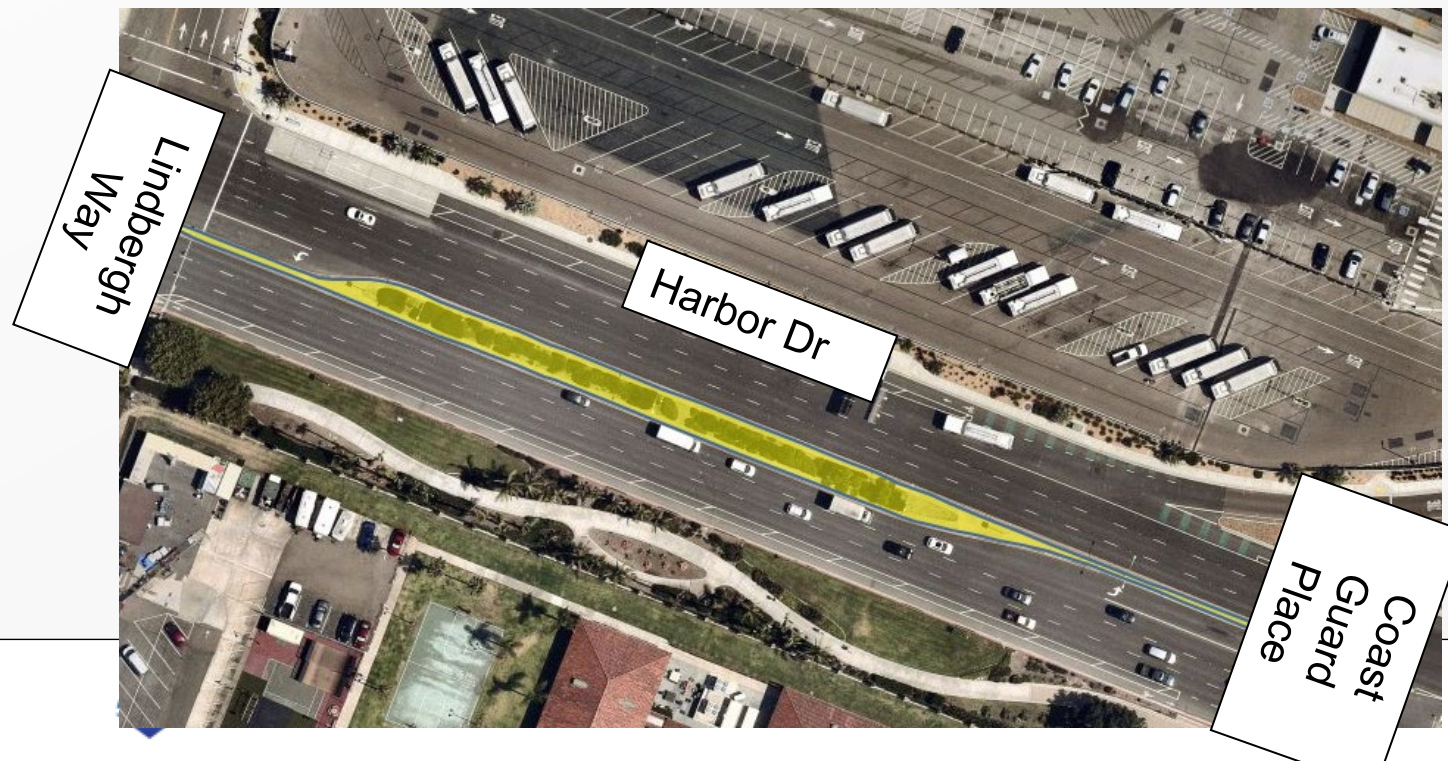
Harbor Drive from Harbor Island Dr through Ash St



Landscaping
beds and
hardscape within
medians

NHD – Area 3 (Medians)

Harbor Drive from Harbor Island Dr through Ash St



Landscaping
beds and
hardscape within
medians

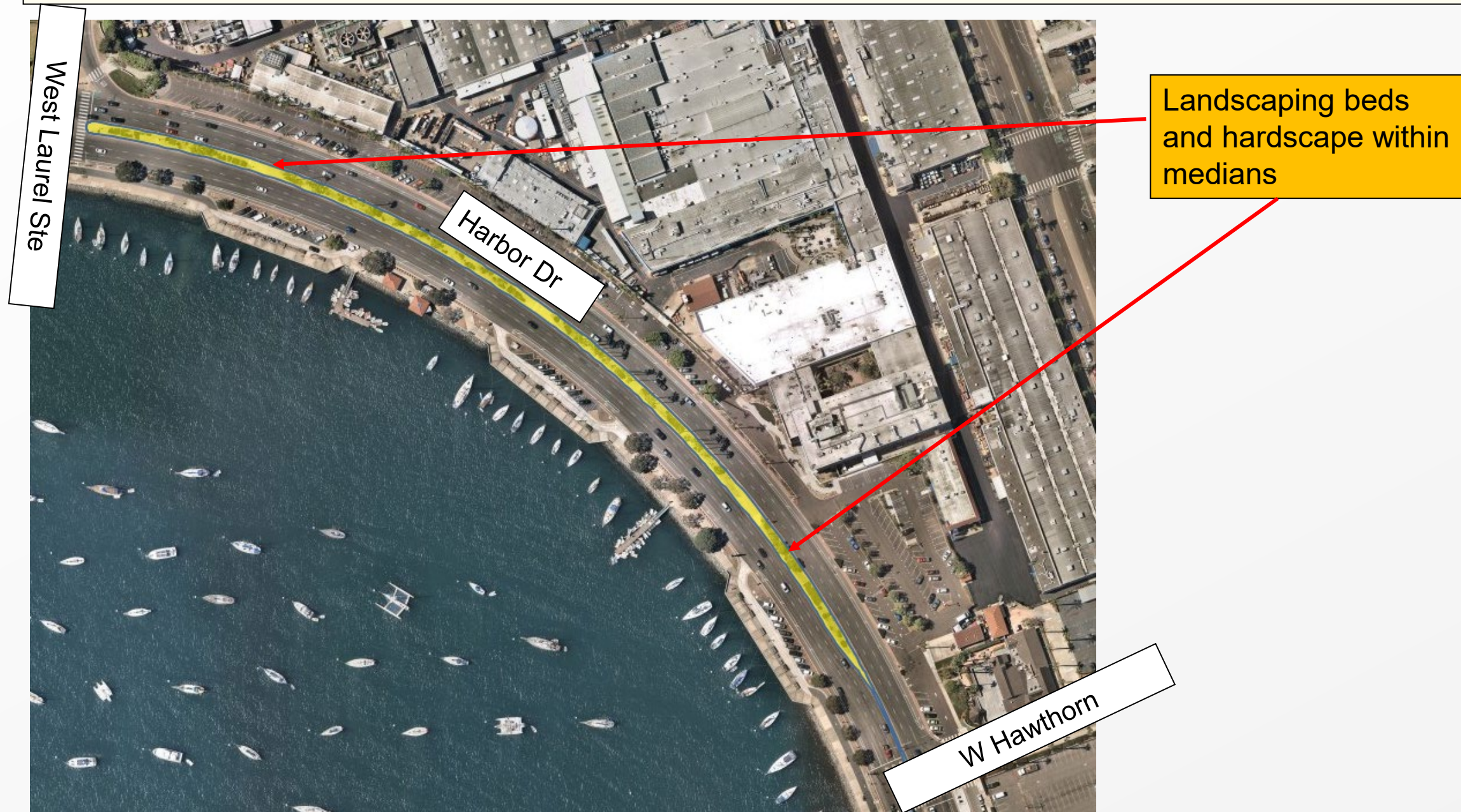
NHD – Area 3 (Medians)

Harbor Drive from Harbor Island Dr through Ash St



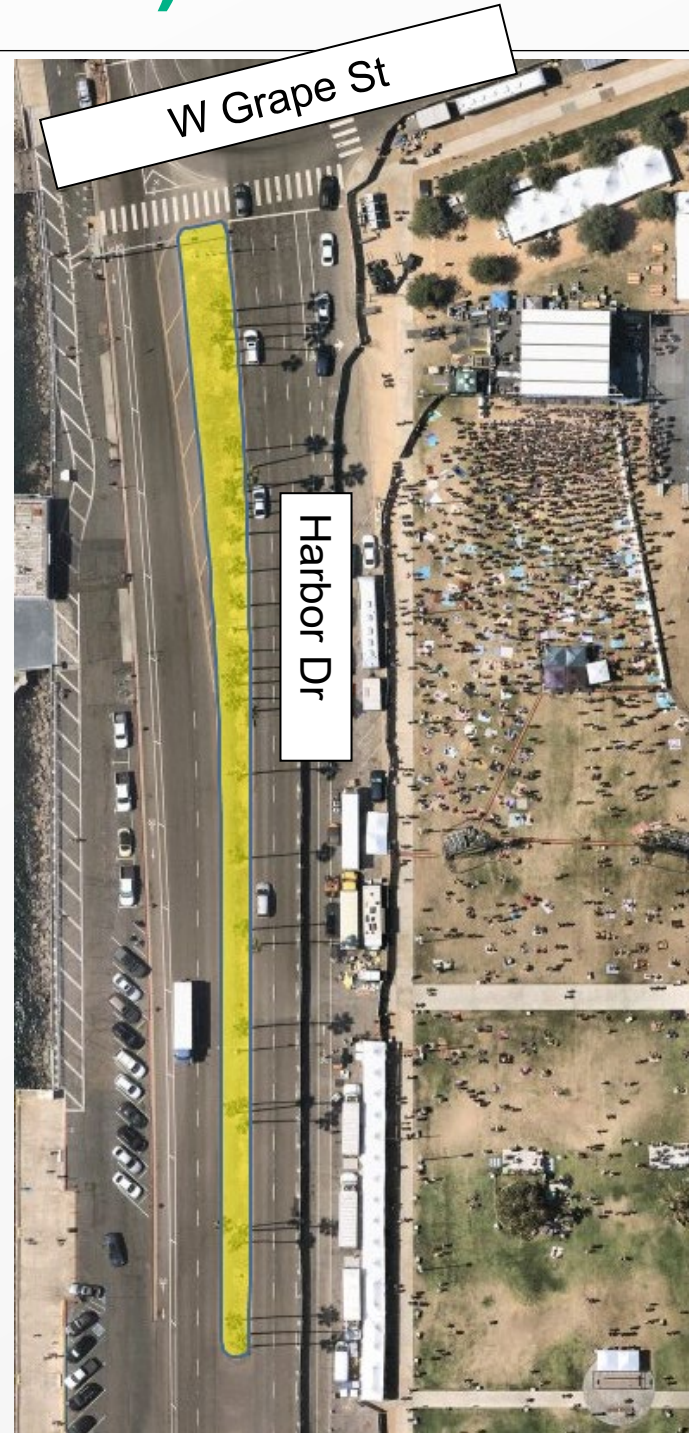
Landscaping beds and hardscape within medians

Harbor Drive from Harbor Island Dr through Ash St

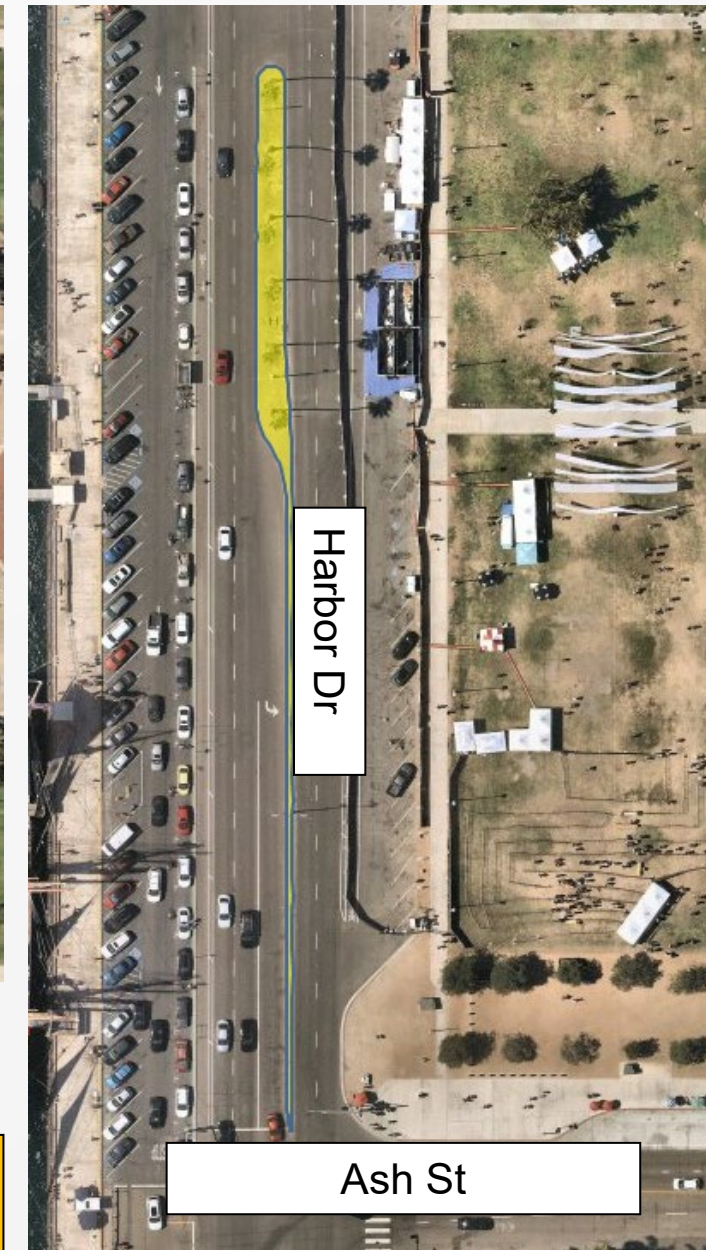


NHD – Area 3 (Medians)

Harbor Drive from Harbor
Island Dr through Ash St

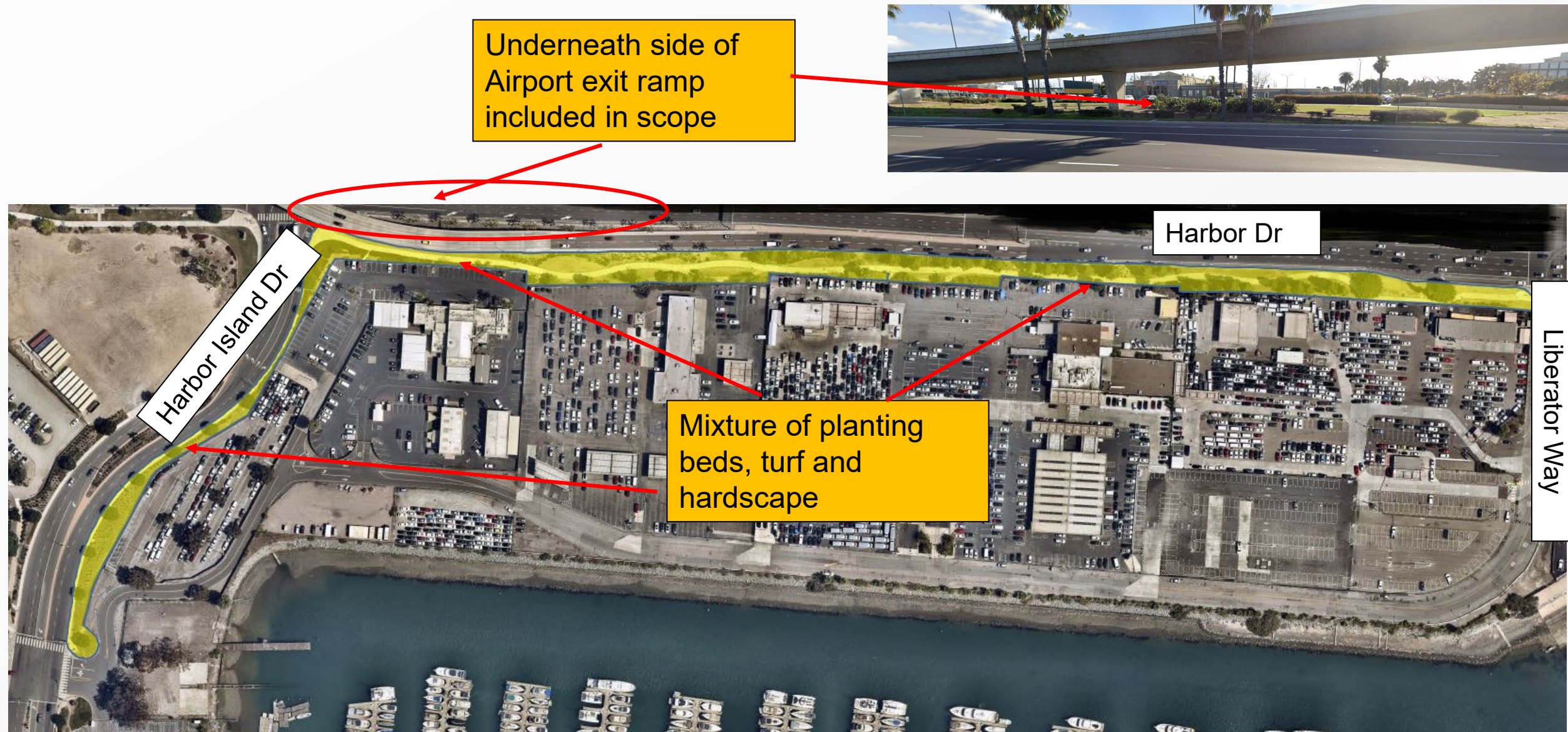


Mixture of Dead Turf
& Hardscape within
Medians



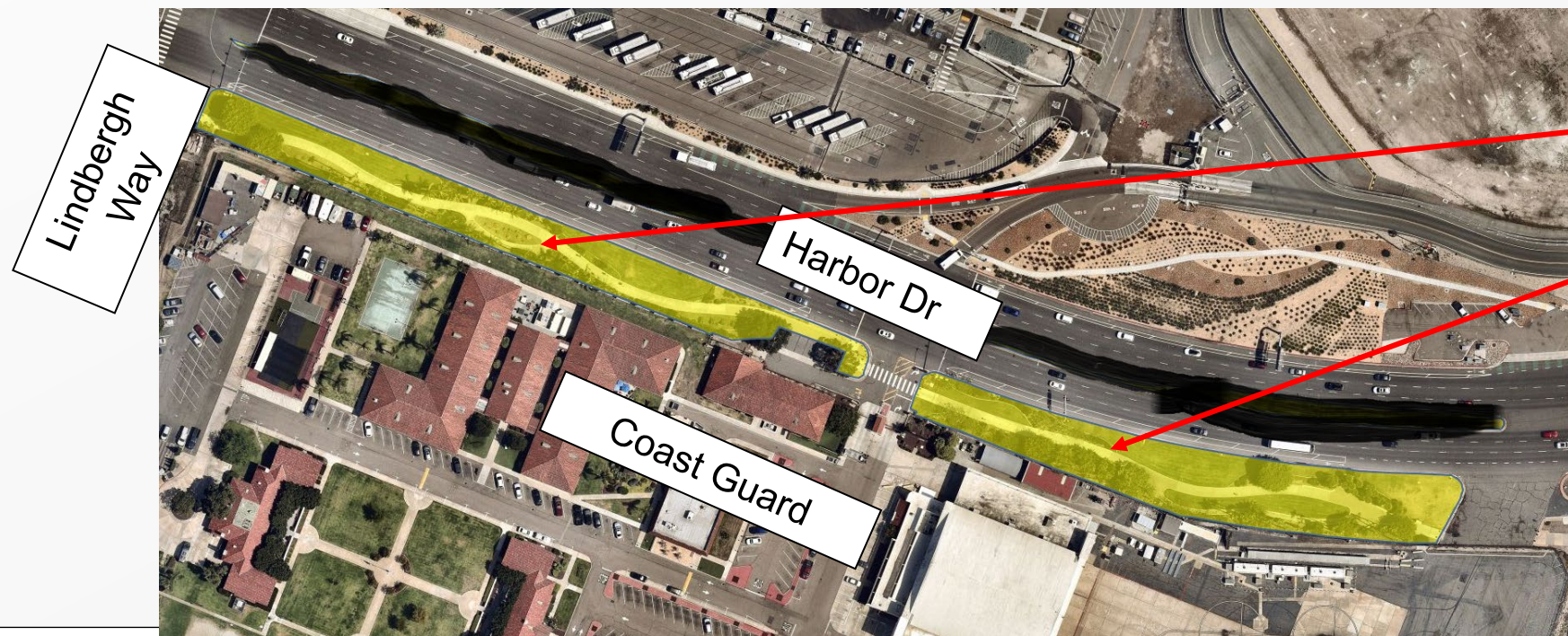
NHD – Area 3 (Bay Side: HP through Coast Guard)

Harbor Drive from Harbor Island Dr through Ash St



NHD – Area 3 (Bay Side: HP through Coast Guard)

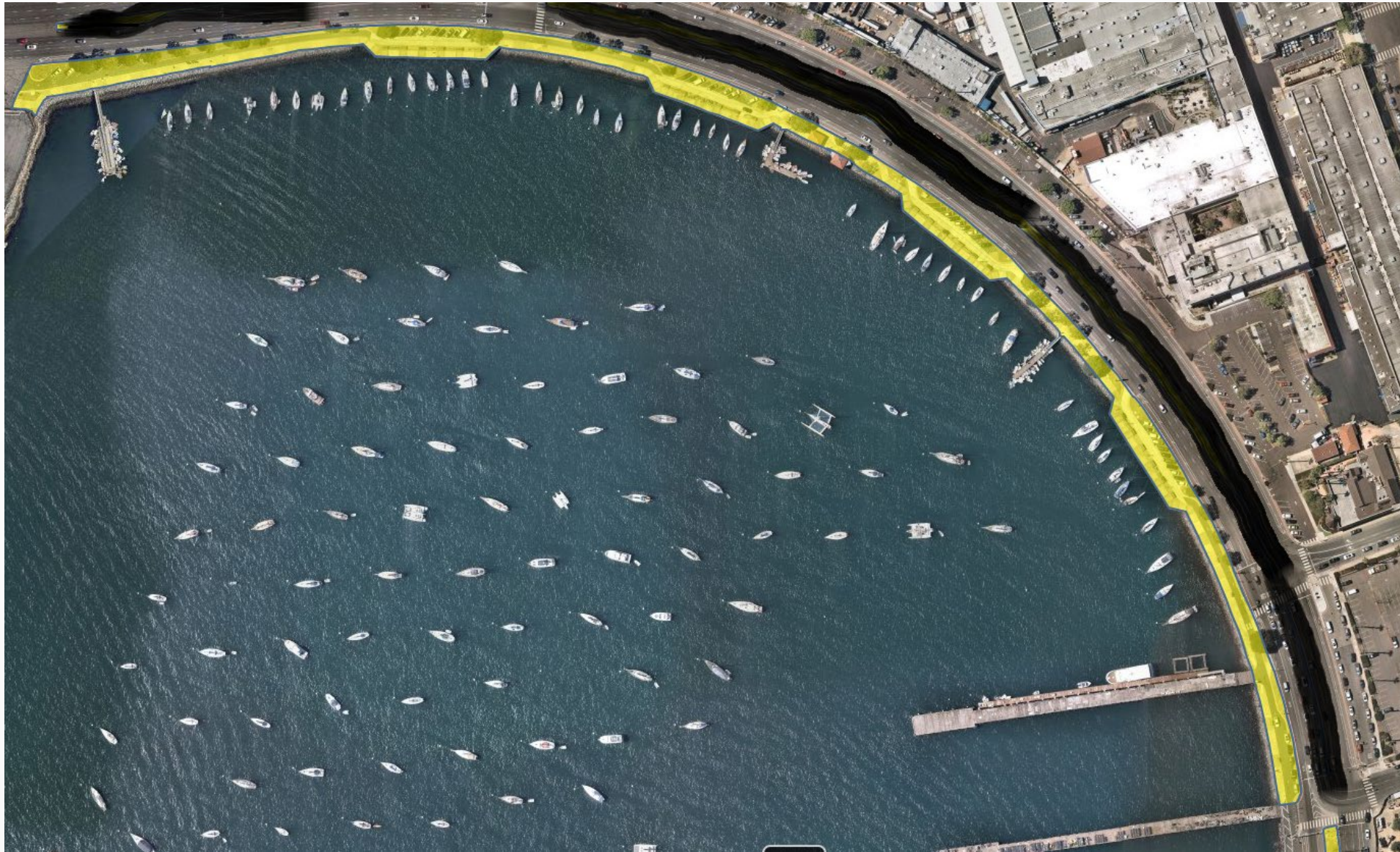
Harbor Drive from Harbor Island Dr through Ash St



Mixture of planting beds, turf and hardscape

NHD – Area 3 (Bay Side: Crescent Area)

Harbor Drive from Harbor Island Dr through Ash St

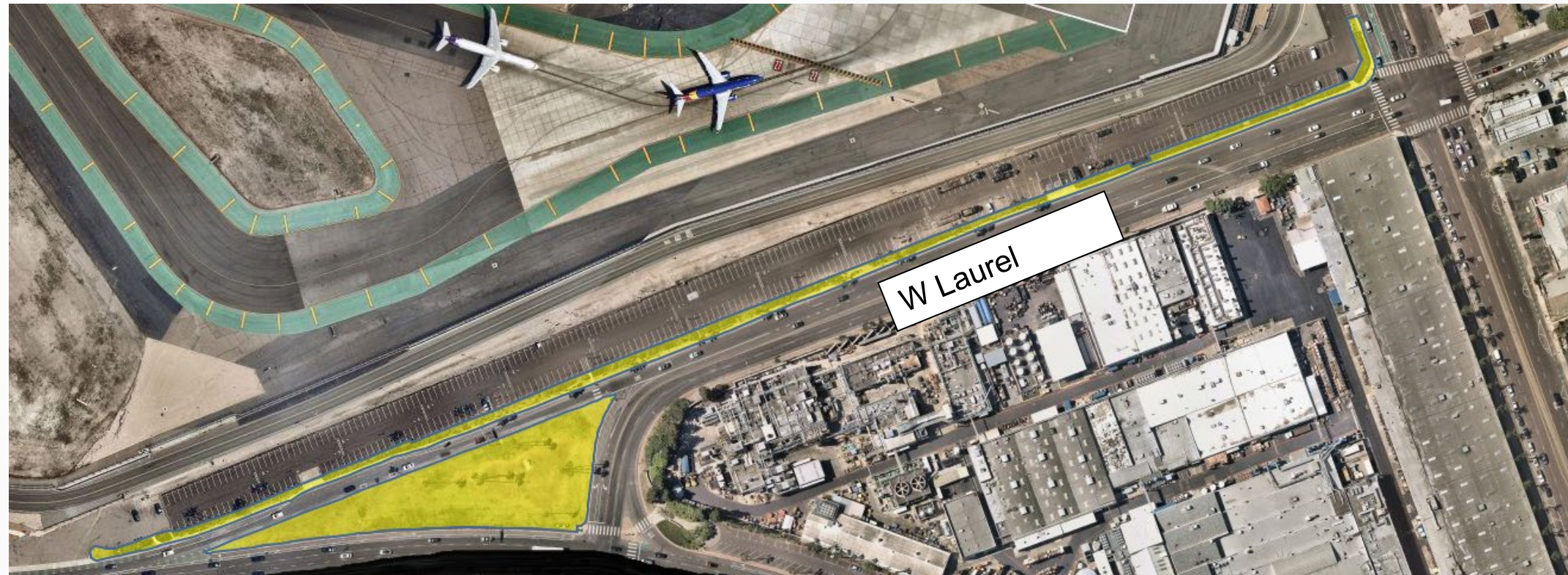


Mixture of mulched planting beds and hardscape

Scope limited to litter pick up, weed abatement, mulch refreshing and planter box maintenance

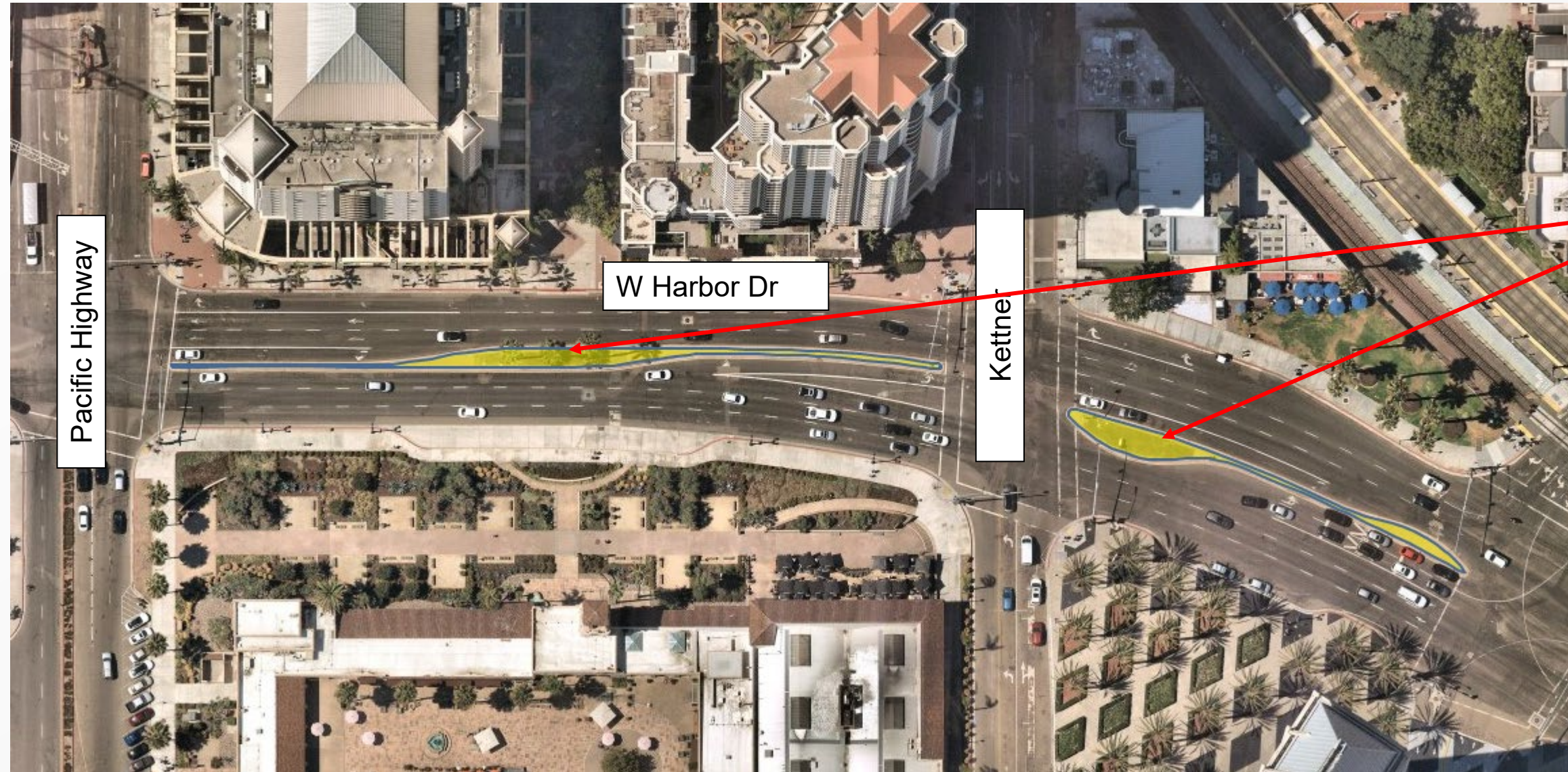
NHD – Area 3 (Anchor Triangle and West Laurel)

Harbor Drive from Harbor Island Dr through Ash St



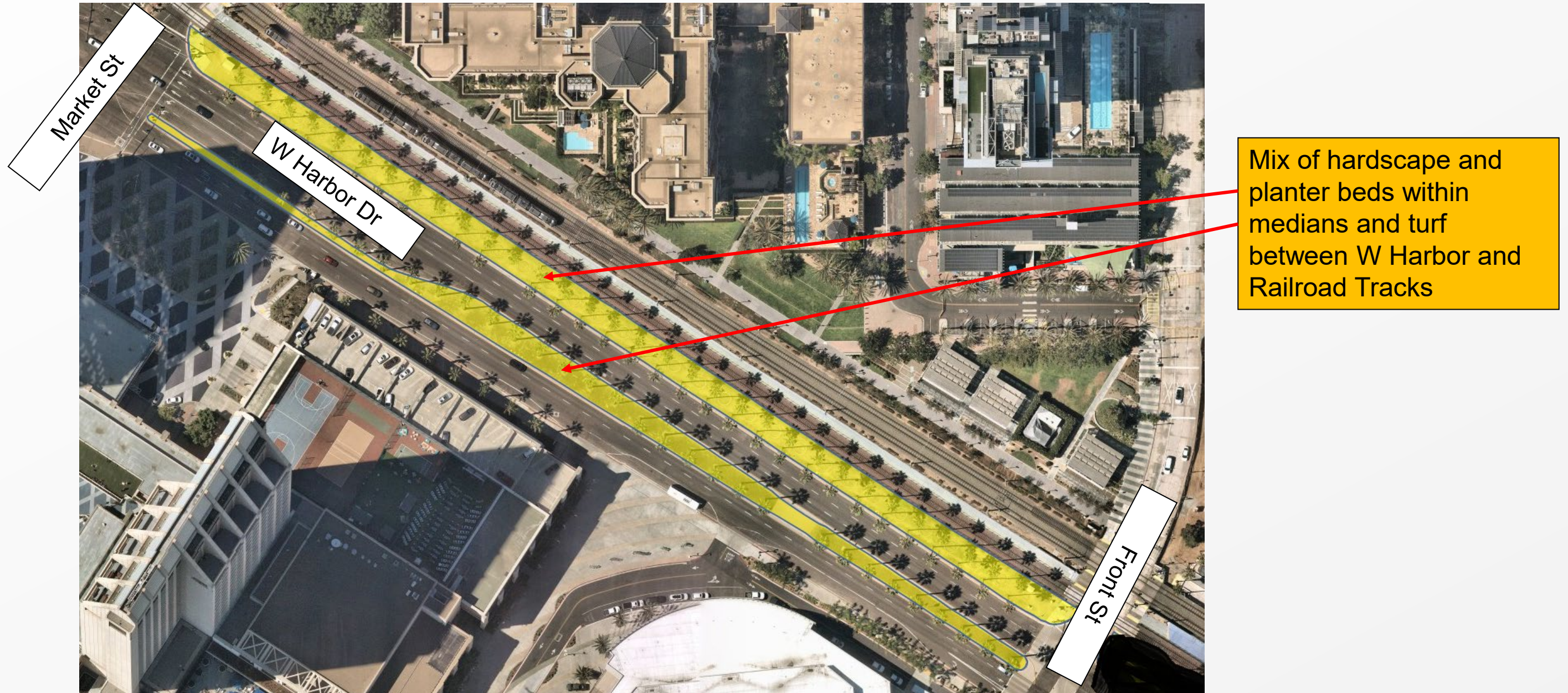
Mix of turf (Anchor Triangle) & Planting beds/hardscape along West Laurel

W Harbor Drive from Pac Highway to Park Blv (including the area at Pedestrian Bridge Structure)



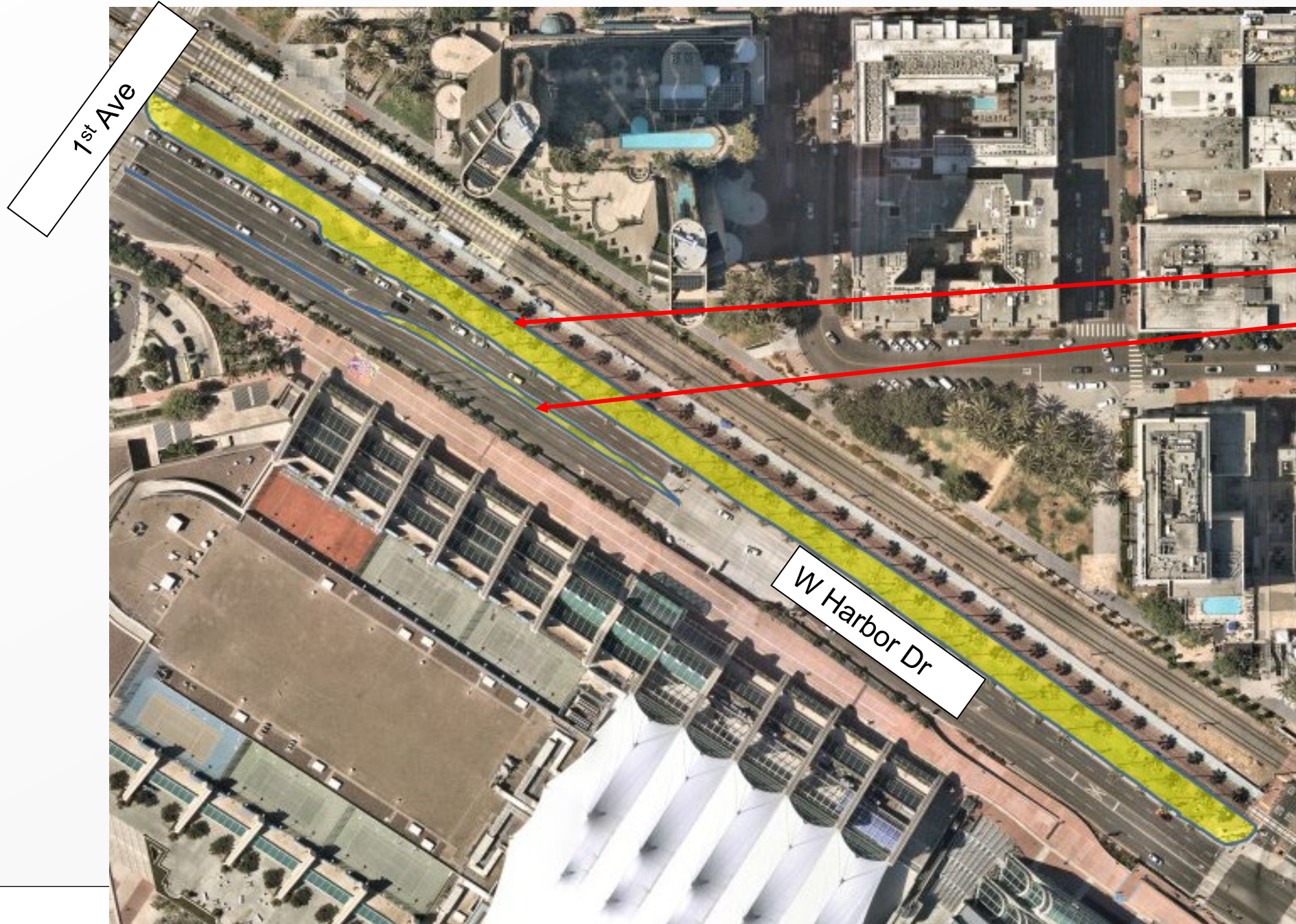
Mix of hardscape and planter beds within median

W Harbor Drive from Pac Highway to Park Blv (including the area at Pedestrian Bridge Structure)



Harbor Drive – Area 4

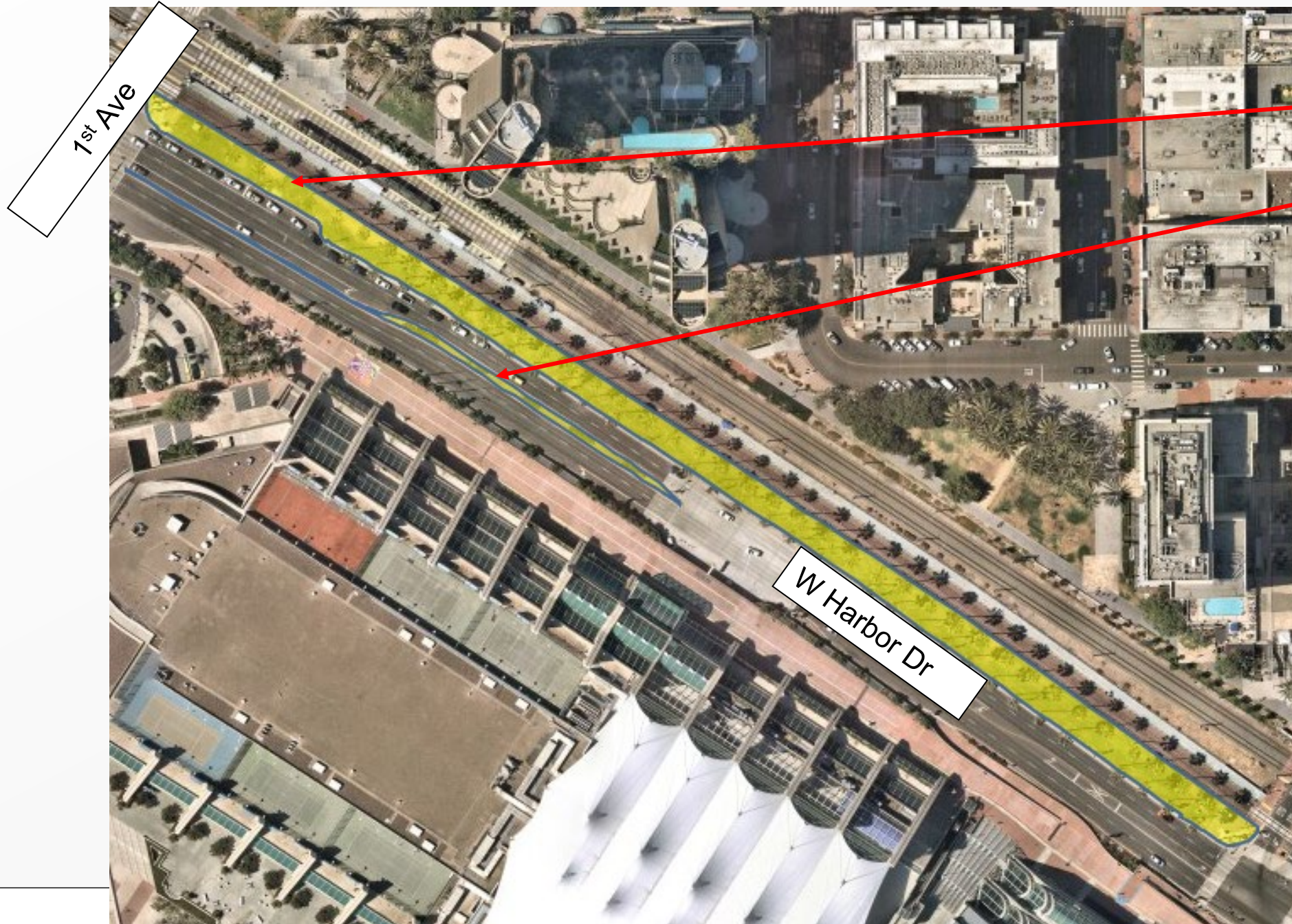
W Harbor Drive from Pac Highway to Park Blv (including the area at Pedestrian Bridge Structure)



Mix of hardscape and planter beds within medians and turf between W Harbor and Railroad Tracks

Harbor Drive – Area 4

W Harbor Drive from Pac Highway to Park Blv (including the area at Pedestrian Bridge Structure)

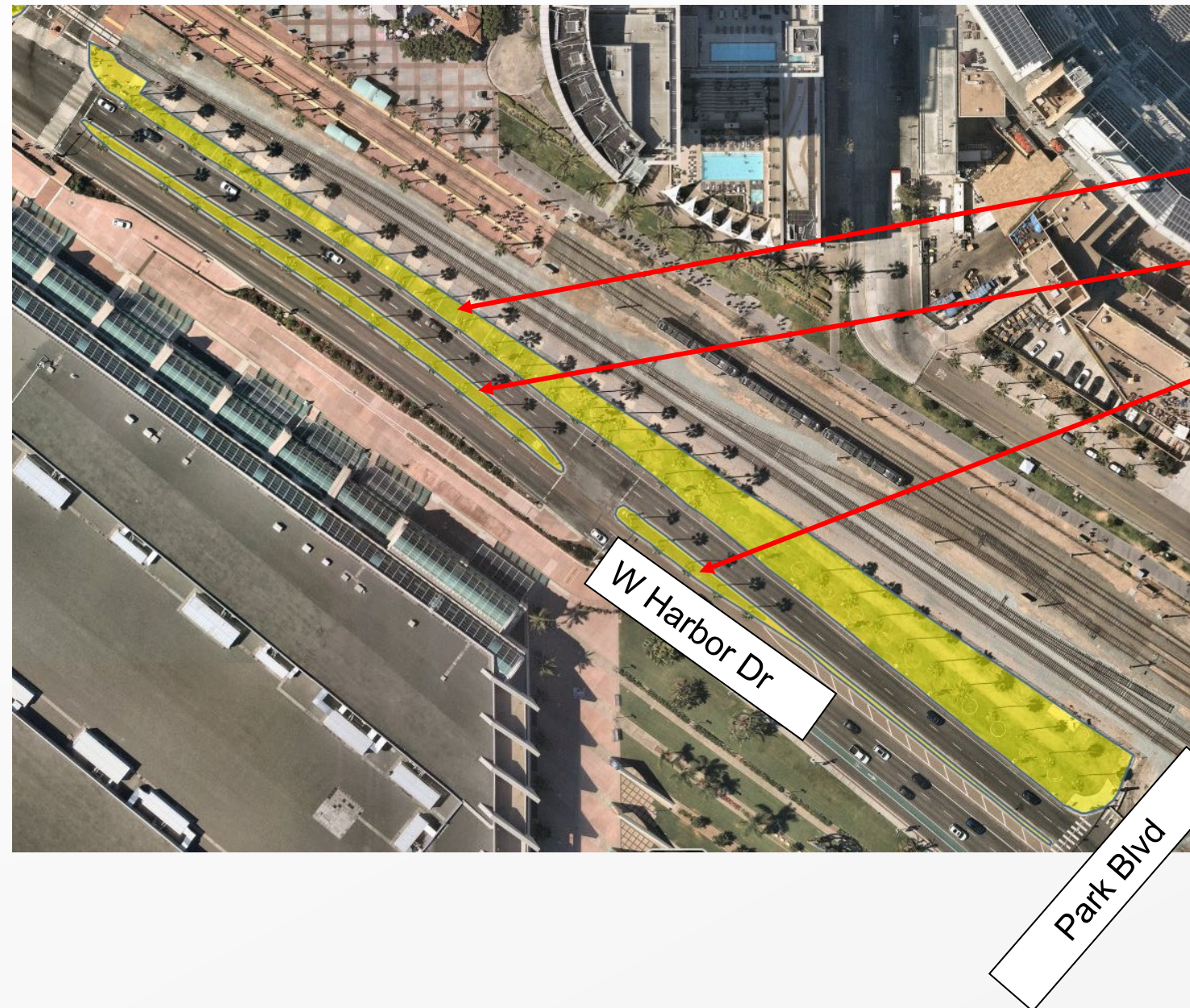


Mix of hardscape and planter beds within medians and turf between W Harbor and Railroad Tracks

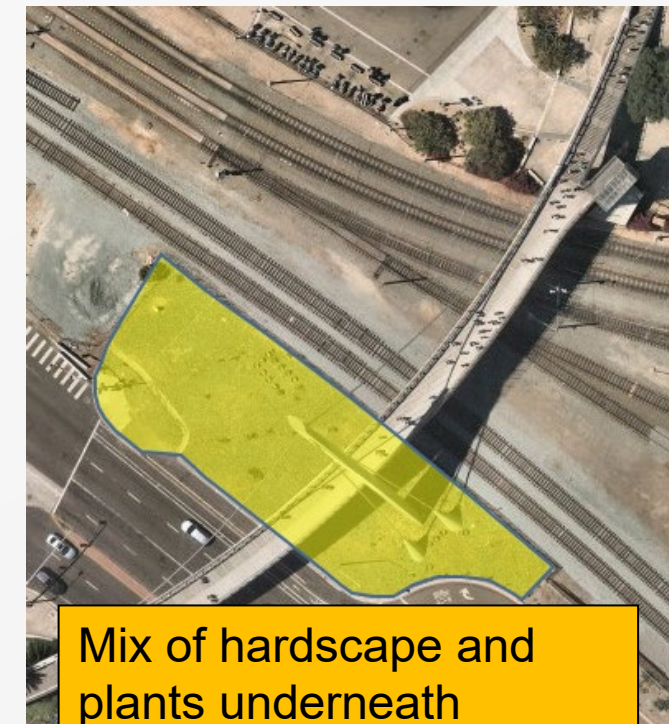


Turf in front of water fountain between Front & First Ave

W Harbor Drive from Pac Highway to Park Blv (including the area at Pedestrian Bridge Structure)



Mix of hardscape and planter beds within medians and turf between W Harbor and Railroad Tracks



Mix of hardscape and plants underneath pedestrian bridge to Petco Park

Harbor Island Drive from Harbor Dr through the Intersection of Harbor Island Drive



Mix of
hardscape
and planter
beds within
medians