

**AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.
for
REGIONAL HARBOR MONITORING PROGRAM
AGREEMENT NO. 106-2017SN**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC., a Nevada Corporation (Service Provider). The parties agree to the following:

1. **SCOPE OF SERVICES.** Service Provider shall provide services to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. Service Provider shall keep the Executive Director of the District or their designated representative informed of the progress of said services at all times.
 - a. **As-Needed Services**
 - (1) Service Provider is aware that the services to be provided under this Agreement are on an as-needed basis as determined by the District. Service Provider may or may not receive a request to provide such services, and Service Provider may not receive the maximum expenditure of funds allocated for these services. No work or services will be performed until a task authorization has been signed by the District Representative.
 - (2) Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A: Scope of Services as requested by District by issuance of specific Task Authorization and agreed to by Service Provider.
 - (3) Services rendered under this Agreement shall be undertaken by Service Provider only upon issuance of a Task Authorization (TA) for said services, in the format as shown in the attached Exhibit A,

attached hereto and incorporated herein. A Task Authorization shall not be considered effective until the Task Authorization has been signed by the District's designated representative.

2. **TERM OF AGREEMENT.** This Agreement shall commence on July 1, 2017 and shall terminate on June 30, 2022, subject to earlier termination as provided below.
3. **COMPENSATION.** For performance of services rendered pursuant to this Agreement and as further described in Attachment B, Compensation and Invoicing, attached hereto and incorporated herein; District shall compensate Service Provider based on the following, subject to the limitation of the maximum expenditure provided herein:
 - a. **Maximum Expenditure.** The maximum expenditure under this Agreement shall not exceed \$1,525,000. District shall compensate Service Provider using the terms and conditions in Attachment B, Compensation and Invoicing. Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.
 - b. **Payment Procedure.** For work performed on an hourly basis, Service Provider agrees to assign the person with the lowest hourly rate who is fully competent to provide the services required. If Service Provider finds it necessary to have work, which would usually be performed by personnel with a lower rate, performed by personnel paid at the higher hourly rate, Service Provider shall nevertheless, bill at the lower rate.

- c. **Progress Documentation.** Service Provider shall provide District progress reports in a format and on a schedule as District directs. Progress reports shall include a description of work completed, cumulative dollar costs incurred, anticipated work for the next reporting period, percentage of work complete, and the expected completion date for remaining work. The report shall identify problem areas and important issues that may affect project cost and/or schedule. The report shall present actual percent completion versus planned percent completion.

4. **RECORDS**

- a. Service Provider shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to inspection of District at all reasonable times in the City of San Diego and such records shall be kept for at least three (3) years after the termination of this Agreement.
- b. Such records shall be maintained by Service Provider for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.
- c. Service Provider understands and agrees that District, at all times under this Agreement, has the right to review project documents and work in progress and to audit financial records, whether or not final, which Service Provider or anyone else associated with the work has prepared or which relate to the work which Service Provider is performing for District pursuant to this Agreement regardless of whether such records have previously been provided to District. Service Provider shall provide District at Service Provider's expense a copy of all such records within five (5) working days of a written request by District. District's right shall also include inspection at reasonable times of the Service Provider's office or facilities, which are engaged in the performance of services pursuant to

this Agreement. Service Provider shall, at no cost to District furnish reasonable facilities and assistance for such review and audit. Service Provider's failure to provide the records within the time requested shall preclude Service Provider from receiving any compensation due under this Agreement until such documents are provided.

5. **SERVICE PROVIDER'S SUB-CONTRACTORS**

- a. It may be necessary for Service Provider to sub-contract for the performance of certain technical services or other services for Service Provider to perform and complete the required services; provided, however, all Service Provider's sub-contractors shall be subject to prior written approval by District. The Service Provider shall remain responsible to District for any and all services and obligations required under this Agreement, whether performed by Service Provider or Service Provider's sub-contractors. Service Provider shall compensate each Service Provider's sub-contractors in the time periods required by law. Any Service Provider's sub-contractors employed by Service Provider shall be independent Service Providers and not agents of District. Service Provider shall insure that Service Provider's sub-contractors satisfy all substantive requirements for the work set forth by this Agreement, including insurance and indemnification.
- b. Listed below are the firms that the District has approved as Service Provider's sub-contractors to provide services under this Agreement:

<u>NAME OF FIRM</u>	<u>TYPE OF SERVICES PROVIDED</u>
Allen Burton, PhD	Third party reviewer
Brock Bernstein, PhD	Third party reviewer, Sampling Design, Focused studies, Regulatory Liaison
Laboratory Data Consultants	Third party reviewer of analytical data
Merkel & Associates, Inc.	Field Support & benthic infaunal analyses
Seaventures, Inc.	Vessel support & fish trawling

- c. Service Provider shall also include a clause in its Agreements with Service Provider's sub-contractors which reserves the right, during the performance of this Agreement and for a period of three (3) years following termination of this Agreement, for a District representative to audit any cost, compensation or settlement resulting from any items set forth in this Agreement. This clause shall also require Service Provider's sub-contractors to retain all necessary records for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

6. **COMPLIANCE AND WARRANTY**

- a. In performance of this Agreement, Service Provider and Service Provider's Sub-Service Providers shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.
- b. Service Provider shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.
- c. Service Provider warrants and represents that it shall (i) perform the services with competent and skilled personnel in a good and workmanlike manner consistent with applicable industry standards and practices; (ii) use sound engineering and/or technical principles where applicable; (iii)

perform the services in compliance with specifications provided or approved by District; (iv) use or furnish materials and equipment that are merchantable, fit, and new unless otherwise provided in the TA; and (v) where mutually agreed, use or furnish merchantable and fit used material and equipment. To the extent assignable, all rights and remedies available to Service Provider or its subcontractors shall be passed directly to District. At no cost to District, Service Provider shall remedy nonconforming workmanship or replace nonconforming material and equipment, including removal of facilities as maybe necessary to reveal and repair or replace nonconforming services, and reinstallation of such facilities removed in connection therewith. If Service Provider does not remedy nonconforming service within ten (10) days written notice from company or within a time period otherwise agreed to by District and Service Provider (such an agreement not to be unreasonably withheld because outside factors may impact the time), District may do so at Service Provider's expense. If Service Provider fails to pay this expense, District may deduct all expenses from any proceeds due to Service Provider. At no cost to District, Service Provider shall diligently and promptly remedy nonconforming workmanship, material and equipment appearing within one (1) year from the date of final acceptance, or within such longer period of time warranted by the manufacturer warranty; provided, however, with respect to latent defects in equipment and material installed by Service Provider such period shall be within such time as District discovers or should have discovered such latent defects under normal operating circumstances, but in no event less than four (4) years from installation by Service Provider.

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 C, 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) 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.
- (5) Contractors Pollution Liability insurance with limits no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- (6) For services at or near dock areas or water coverage in an amount of not less than one million dollars (\$1,000,000.00) for liability under

the Jones Act, Death on High Seas Act, and General Maritime Law to the extent not covered by Commercial General Liability.

- 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 C 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. **CONFLICT OF INTEREST** Service Provider represents and warrants the following:
- a. No current or prior conflict of interest. That Service Provider has no business, professional, personal or other interest, including but not limited to, the representation of clients, that would conflict in any manner or degree with the performance of its obligations under this agreement.
 - b. Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Service Provider shall immediately inform the District in writing of such conflict.
 - c. Termination for Conflict. If the District determines that such conflict poses a material conflict to and with the performance of Service Provider's obligations under this Agreement, then the District, in its sole and absolute discretion, may terminate the Agreement immediately upon written notice to Service Provider. Such termination of the Agreement shall be effective upon the receipt of such notice by Service Provider.
15. **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.
16. **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.

17. **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.
18. **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.
19. **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.

20. **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.

21. **COMPLIANCE WITH PREVAILING WAGE LAWS**

- 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.

22. **SERVICE PROVIDER/CONTRACTOR REGISTRATION PROGRAM**

- 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. 2.4.1 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.

23. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.

24. **EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the Service Provider.

- a. Submit all correspondence regarding this Agreement to:

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

- b. The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

Barry J. Snyder
Amec Foster Wheeler
Environment & Infrastructure, Inc.
9210 Sky Park Court, Suite 200
San Diego, CA 92123
Tel. 858-300-4300
Email: barry.snyder@amecfw.com

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

SAN DIEGO UNIFIED PORT DISTRICT

**AMEC FOSTER WHEELER
ENVIRONMENT &
INFRASTRUCTURE, INC.**

Jason H. Giffen
Assistant Vice President
Planning & Green Port

Barry J. Snyder, Branch Manager
Aquatic Sciences

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

I. GENERAL PROGRAM BACKGROUND & INFORMATION

- A. Service Provider to provide program design and support, sample collection, analysis of biological, chemical, and toxicological data, reporting, and scientific counsel for the implementation of the Regional Harbor Monitoring Program (RHMP).
- B. The Service Provider will be required to represent the Regional Harbor Monitoring Program (RHMP) Agencies by attending and participating in Bight Program planning meetings, design monitoring programs, conduct monitoring and sample collection, and provide a variety of analytical and reporting services for the RHMP Agencies to include: The District, the Cities of San Diego and Oceanside and the County of Orange. The work should be focused on collecting information pertaining to ambient conditions, evaluating the status of beneficial uses and trends, and identifying and determining the sources and effects of pollutants in the four harbors. A summary of the methods, results, and subsequent analyses is required. A discussion of the results as they pertain to the RHMP questions is also required. Additional focused studies and reporting may be required as well, pending the proposed program design. All work will be incorporated into deliverables including a technical report and a public-friendly document.
- C. Aligning RHMP monitoring framework with current monitoring goals had been discussed in a series of meetings with the SDRWQCB and stakeholders during the fall of 2016 and winter of 2017, and the program may further evolve from what is discussed below as Bight planning begins in summer 2017.

II. SCOPE OF SERVICES

- A. Service Provider is aware that the services to be provided under this Agreement are on an as-needed basis as determined by the District. Service Provider may or may not receive a request to provide such services, and Service Provider may not receive the maximum expenditure of funds allocated for these services. No work or services will be performed until a task authorization has been signed by the District Representative.

Phase 1 - Year 1

1. Meeting Support

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

2. Work Plan

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

3. Sample Design

The foundation of the RHMP is a monitoring program to assess the quality of water, sediments, aquatic life, and trends within the RHMP harbors. As directed by the District, the Service Provider will design a program that can adequately answer the RHMP core monitoring questions and as further set forth herein. The Service Provider must review and become familiar with the sample design, monitoring requirements, data, and methods used to conduct monitoring and analysis associated with the 2008 and 2013 RHMP as well as the Bight Program. In addition, the monitoring program shall generally comply with the 2012 SDRWQCB Staff Report "A Framework for Monitoring and Assessment in the San Diego Region" as well as the 2015 SDRWQCB Strategy for a Healthy San Diego Bay⁵. A review of methodologies in similar monitoring programs shall be conducted to ensure best practices and industry standards are used. If the sample design or methodologies practiced in the 2008 and 2013 RHMP need to be updated or revised, the Service Provider should propose new methodology that will provide a defensible comparison to previous results and trends.

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

comparable with the California's Surface Water Ambient Monitoring Program (SWAMP).

4. Quality Assurance Project Plan

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

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

5. Monitoring

It is anticipated that the program may require different types of monitoring efforts to address the RHMP questions. Core monitoring will be used to evaluate ambient conditions and the status of long-term trends. Focused studies may be designed to answer specific questions that do not require long-term assessment. Details on each monitoring program's requirements are defined below which shall be conducted at the direction of the District.

a. Core (Ambient) Monitoring

- (1) Core monitoring will include the collection of data regarding status of physical, chemical, and biological indicators as well as observations of trash and debris. The core monitoring program should provide adequate information to address the core monitoring questions and allow statistically valid statements to be made about the status of conditions and trends (improving or degrading over time) in each harbor as well as the harbors as a whole.

- (2) Samples will be collected during the summer months in each harbor (July through September 2018). The summer months were selected for the monitoring period because these months represent stabilization of the benthic community following winter storms and spring generation of organisms. This timing allows for integration with the Bight Program, which is scheduled for the summer of 2018. The core sampling schedule, procedures, quality assurance requirements, methodologies for all indicators, and data standardization/management must be consistent with the Bight Program as the data collected during the RHMP will be integrated into the Bight dataset. The Bight Program has fully developed protocols that will be adapted to the RHMP. As stated, the core monitoring program shall be designed so that a defensible comparison to the 2008 and 2013 RHMP results can be analyzed and discussed. The design elements detailed here will be used as part of the RHMP core monitoring program.

- (3) Monitoring Indicators:

The general requisite components of monitoring are listed below.

- i. Water: general parameters, chemistry, toxicity
- ii. Sediment: chemistry, grain size, benthic community, and toxicity
- iii. Fish and Macroinvertebrates (trawls): abundance, biomass, community indices, and tissue
- iv. Trash: type, abundance, location

Lists of indicators including units of measurement and reporting limits are presented as an example in Appendix B to this RFP. The final list of indicators will be reviewed prior to monitoring and may be adjusted to compliment the 2018 Bight Program or other needs.

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

- i. Freshwater inputs
- ii. Shallow water
- iii. Deep water

- iv. Marinas
- v. Port/Industrial

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

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

b. Focus Studies Monitoring

- (1) Research that is suitable for focused studies based on the results and analysis of the core monitoring program may be conducted. These studies may be designed and conducted in designated portions of all or some of the harbors.
- (2) Studies will be developed in conjunction with input from the RHMP Agencies and will address common, emerging, or high priority issues on an as-needed basis.
- (3) All monitoring programs will be designed with consideration of existing programs, such as unified monitoring, NPDES, TMDL, or other permit required monitoring programs, so that resources are effectively leveraged and efforts are not duplicated.
- (4) One possible new area of focus may be related to the development of a new program component that will seek to address and characterize trash and debris in the harbors. This potential new focus will address data gaps while not overlapping with trash and debris programs already in place via other monitoring programs (see attached Meeting minutes).

6. Quality Assurance

a. Internal QA Officer

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

development of draft report(s) (including laboratory reports) and shall be included in the final project report(s) appendices.

b. Third Party Review

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

7. Equipment

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

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

8. Analysis and Reporting

a. Analysis

The Service Provider shall become familiar with the analytical methods used in the previous RHMP studies and apply similar or consistent methods to assess the quality of water, sediments, aquatic life, and trends within the RHMP harbors. The analysis shall be conducted with regard to the RHMP questions and to determine if beneficial uses are being protected and attained. As necessary, analysis shall provide statistically valid statements to be made about the status of conditions and trends. New analyses will likely be required and will be addressed as planning progresses for the 2018 RHMP Monitoring event. Analytical methods shall remain consistent with the 2013 Bight Program and should follow current industry standard guidelines for marine analysis (ie, Sediment Quality Objectives, Benthic Response Index, etc.).

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

b. Reporting

For all RHMP deliverables associated with this contract, the Service Provider shall prepare and submit a draft report(s) summarizing the background and purpose of the project, methods pertaining to field sample collection, reporting limits, and analysis, limitations of the methodology (as necessary), results, a discussion regarding the RHMP questions and relevant information, and final conclusions for the District's review and approval. An executive summary and list of references, as needed, shall also be included. Specific recommendations for the reporting format and/or inclusion of additional information shall be decided upon by the RHMP Agencies.

In addition to technical, scientific reports associated with the Core Monitoring Program and/or Focused Studies, a final synthesis report summarizing the findings of the entire RHMP program shall be prepared prior to the conclusion of the contract for the District's review and approval. The synthesis report shall be used to convey the goals and results of the RHMP and developed and formatted in a public-friendly manner similar to work products such as the "Pulse of the Estuary" reports produced by the San Francisco Estuary Institute .

The RHMP Agencies shall review and comment on the draft report(s). Based on comments, the Service Provider will revise the draft report and submit final copies – 1 Word version, 5 hard copies, and 8 CD-ROMs to the District. Final reports shall also

include but not be limited to field sampling logs, station GPS coordinates, QAPP, chains-of-custody, raw chemical and biological data, complete mortality and water quality tables, bioaccumulation data, sediment chemistry, and reports associated with independent third party review. Appendices containing all of the chemical and biological analyses QA/QC data shall also be provided. Electronic versions of data should be formatted according to an agreed upon standard (ie, SWAMP and/or Bight formatting) for input into the District's data management structure.

9. Electronic Data Submittal Standards

The District's Planning and Green Port Department is implementing environmental Electronic Data Deliverable (EDD) Specifications to standardize and streamline the process by which environmental data are collected, organized, compiled, stored, processed, reported, transmitted, and archived. EDD Specifications will allow the District to access summary and detailed information on a data management and geographic information systems (GIS) platform.

EDD Specifications shall be used under this contract including the collection of project and field environmental data and measurements, laboratory analysis, and reports. EDD Specification-compliant deliverables are required for all field investigations and field sampling activities for all media. EDD Specification-compliant electronic deliverables will generally include, but will not be limited to:

- site location information,
- project information,
- locational and sample data,
- field measurements,
- physical, chemical, and biological measurements assessed,
- electronic submission of laboratory reports, and
- electronic submission of all paper document submittals.

All electronic submittals shall conform to EDD Specifications and shall be submitted in a format that is consistent with software used by the District. The EDD Specification-compliant electronic submittals, including but not limited to, reports, figures, appendices, data tables, spreadsheets, and database files pertaining to the program shall be submitted to the District for all tests performed unless other arrangements have been approved by the District. The District may specify additional electronic submittals.

All laboratory reports will be typewritten, well presented, easily understood, and consistent in format. QA/QC results will also be included with the analytical results. Laboratory report pages shall be numbered and contain the name of the laboratory responsible for analysis.

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

10. Quality of Work

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

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

11. Liaison with District

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

**ATTACHMENT B
COMPENSATION & INVOICING
San Diego Unified Port District**

1. COMPENSATION

- a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as set forth hereunder.

- (1) Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted each month for services performed during the preceding month. Task Authorizations shall be Time and Materials and each invoice for work performed shall include:

Date work performed;
Description of the work performed;
Hours worked by personnel classification;
Rate per personnel classification;
Total personnel cost by classification; and
Direct Costs.

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

Labor Classification	Fully Burdened Hourly Billing Rate
Principal	\$195.37
Associate 2	\$152.04
Associate 1	\$141.58
Senior 1	\$99.90
Eng/Sci Professional 3	\$90.52
Eng/Sci Professional 1	\$73.38
Senior 2	\$122.04
Administrative Staff 6	\$103.99
Functional/Professional 3	\$92.14
Eng/Sci Professional 2	\$80.40
Administrative Staff 4	\$72.88

- (a) The following shall be considered part of the fully burdened hourly rates stated in this Agreement: vehicle expenses, parking, tolls, film, postage, facsimiles, computer usage, printing, normal copying and document reproduction, blue print services, travel, lodging, telecommunications, photography, and all other costs and expenses incurred in completing such services. No Escalation (0%) in rates will be permitted over the term of the agreement.

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

b. **Reimbursable Expenses**

Sub-Contractor Costs	0% mark-up
Direct Costs	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. **106-2017SN**
 - 2) 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 mailed to the attention of: Kelly Tait, Planning & Green Port, San Diego Unified Port District, P.O. Box 120488, San Diego, CA 92112-0488.

- 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
San Diego Unified Port District



Planning & Green Port
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-6254
Fax (619) 686-6467

TASK AUTHORIZATION NO. _

Date

(Name)

(Title)

(Name of Company)

(Address)

(City, State, Zip)

Email:

Subject: Task Authorization for Agreement No. __ - 20__

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#	
				CC#	
				GL#	
				Budget Sub-item Name	
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 email to _____, Contracts Administrator for Planning & Green Port.

APPROVALS**Service Provider:**

Signature: _____

Name: _____

Title: _____

Firm: _____

Date: _____

Project Manager:

Signature: _____

Name: _____

Title: _____

Date: _____

Assistant Vice President:

Signature: _____

Name: Jason H. Giffen

Title: Assistant Vice President, Planning & Green Port

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: sdupd@prod.certificatesnow.com
Fax: 1-866-866-6516

Name and Address of Insured (Consultant)

SDUPD Agreement Number: _____

This certificate applies to all operations of named insureds on District property in connection with all agreements between the District and Insured.

CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	Commercial General Liability <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims-made Form Retro Date _____ <input type="checkbox"/> Liquor Liability Deductible/SIR: \$ _____		Commencement Date: Expiration Date:	Each Occurrence: \$ _____ General Aggregate: \$ _____
	Commercial Automobile Liability <input type="checkbox"/> All Autos <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned & Hired Autos		Commencement Date: Expiration Date:	Each Occurrence: \$ _____
	Workers Compensation – Statutory Employer's Liability		Commencement Date: Expiration Date:	E.L. Each Accident \$ _____ E.L. Disease Each Employee \$ _____ E.L. Disease Policy Limit \$ _____
	Professional Liability <input type="checkbox"/> Claims Made Retro-Active Date _____		Commencement Date: Expiration Date:	Each Claim \$ _____ \$ _____
	Excess/Umbrella Liability		Commencement Date: Expiration Date:	Each Occurrence: \$ _____ General Aggregate: \$ _____
CO LTR	COMPANIES AFFORDING COVERAGE			A. M. BEST RATING
A				
B				
C				
D				
A. M. Best Financial Ratings of Insurance Companies Affording Coverage Must be A-VII or better unless approved in writing by the District.				
Name and Address of Authorized Agent(s) or Broker(s)			E-mail Address:	
			Phone:	Fax Number:
			Signature of Authorized Agent(s) or Broker(s)	
			Date:	

SAN DIEGO UNIFIED PORT DISTRICT
REQUIRED INSURANCE ENDORSEMENT

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

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

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

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

 (NAME OF INSURANCE COMPANY)

 (SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION:

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