

SAN DIEGO UNIFIED PORT DISTRICT
AMENDMENT NO. 1 TO PURCHASE ORDER
with
SNOW & COMPANY, INC.
for
CUSTOM MADE FLOATING UPWELLER SYSTEM (FLUPSY)
PO NO. 4500021603 / AGREEMENT NO. 120-2017MA

The parties to this Amendment No. 1 to Purchase Order and corresponding Purchase and Service Agreements are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and SNOW & COMPANY, INC., a Corporation based in the state of Washington (Vendor/Service Provider).

Recitals:

District has issued Vendor/Service Provider a Purchase Order (PO) No. 4500021603 for a Custom Made Floating Upweller System (FLUPSY). The PO is on file in the Office of the District Clerk as Document No. 66823 dated June 21, 2017. The maximum expenditure of the original PO is not to exceed \$351,600.00.

It is now proposed to increase the total PO value by \$22,879.18 for a new total of \$374,479.18, and to amend PO Attachment A, Purchase Agreement and PO Attachment B, Service Agreement.

The Parties Agree:

1. The maximum expenditure of the PO shall be increased by \$22,879.18 for a new total not to exceed \$374,479.18. This increase in value shall be to accommodate the custom fabrication and installation of trusses/handrails to the FLUPSY to improve the structural integrity of the FLUPSY.
2. The **Fee Schedule for Total Purchase Order**, listed as Fee Schedule Item b. of the Purchase Agreement Attachment A, FLUPSY Details/Item Specifications, and as Item 1.c. of the Service Agreement Attachment B, Compensation & Invoicing, is deleted in its entirety and replaced with the following:

Compensation for Goods (PO Attachment A, Purchase Agreement)	
50% Down Payment	\$170,300.00
25% at 50% Completion	\$85,150.00
12.5% Upon completion of components, prior to delivery	\$42,575.00
12.5% After Installation	\$42,575.00
Hand Rail / Trusses (payment to be made after installation)	\$18,379.18
Above costs include delivery to San Diego, CA	
Compensation for Services (PO Attachment B, Service Agreement)	
On-site Installation of FLUPSY including Hand Rail/Trusses	\$10,500.00
Contingency for Purchase or Service (Issued via Task Authorization)	
NOT TO EXCEED	\$5,000.00
TOTAL Purchase Order Amount	\$374,479.18

3. The **Scope of Services**, Service Agreement Attachment A, is deleted in its entirety and replaced with the following:

On-site Services

The following services are only for the installation of the FLUPSY in San Diego Bay:

- a. Service Provider shall provide a team of 2 to 3 people to install the custom made Floating Upweller System (FLUPSY) in a location to be specified by District staff.
- b. Once assembled, Service Provider will secure the FLUPSY to the boat dock utilizing existing cleats. The FLUPSY is not bolted to the existing dock infrastructure.
- c. Service Provider shall install custom made trusses/handrails to the FLUPSY.

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

SAN DIEGO UNIFIED PORT DISTRICT

SNOW AND COMPANY, INC.

Jason H. Giffen
Assistant Vice President,
Planning & Green Port

Brett Snow, President
Snow and Company, Inc.

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.

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