Attachment A to Agenda File No. 2020-0029

AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
MICHAEL BAKER INTERNATIONAL, INC.
for
AS-NEEDED DISTRICT STORMWATER DATABASE ENHANCEMENTS AND
MANAGEMENT
AGREEMENT NO. 17-2020MG

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and MICHAEL BAKER INTERNATIONAL, INC., a Pennsylvania Corporation. The parties agree to the following:

1. **SCOPE OF SERVICES.** Service Provider shall provide services to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. Service Provider shall keep the Executive Director of the District or their designated representative informed of the progress of said services at all times.

    a. **As-Needed Services**

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

        (2) Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A: Scope of Services as requested by District by issuance of specific Task Authorization and agreed to by Service Provider.

        (3) Services rendered under this Agreement shall be undertaken by Service Provider only upon issuance of a Task Authorization (TA) for said services, in the format as shown in the attached Exhibit A,

Agreement No. 17-2020MG/ RFQ No. 19-35MG
Service Provider: Michael Baker International, Inc.
Requesting Department: Information Technology

Page 1 of 18

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 April 1, 2020 and shall terminate on March 31, 2025, 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 $1,500,000.00. Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.

   b. **Payment Procedure.** For work performed on an hourly basis, Service Provider agrees to assign the person with the lowest hourly rate who is fully competent to provide the services required. If Service Provider finds it necessary to have work, which would usually be performed by personnel with a lower rate, performed by personnel paid at the higher hourly rate, Service Provider shall nevertheless, bill at the lower rate.

   c. **Progress Documentation.** Service Provider shall provide District progress reports in a format and on a schedule as District directs. Progress reports

Agreement No. 17-2020MG/ RFQ No. 19-35MG
Service Provider: Michael Baker International, Inc.
Requesting Department: Information Technology

Page 2 of 18

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

Agreement No. 17-2020MG/ RFQ No. 19-35MG
Service Provider: Michael Baker International, Inc.
Requesting Department: Information Technology

Page 3 of 18

receiving any compensation due under this Agreement until such documents are provided.

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

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

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

6. **COMPLIANCE**

a. In performance of this Agreement, Service Provider and Service Provider's Sub-Service Providers shall comply with the California Fair Employment

Agreement No. 17-2020MG/ RFQ No. 19-35MG
Service Provider: Michael Baker International, Inc.
Requesting Department: Information Technology

Page 4 of 18

and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.

b.   Service Provider shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.

7.   **INDEPENDENT ANALYSIS.** Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision.

8.   **ASSIGNMENT.** This is a personal services Agreement between the parties and Service Provider shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of District in each instance.

9.   **INDEMNIFY, DEFEND, HOLD HARMLESS**

a.   **Duty to Indemnify, duty to defend and hold harmless.** To the fullest extent provided by law, Service Provider agrees to defend, indemnify and hold harmless the District, its agents, officers or employees, from and against any claim, demand, action, proceeding, suit, liability, damage, cost (including reasonable attorneys' fees) or expense for, including but not limited to, damage to property, the loss or use thereof, or injury or death to any person, including Service Provider's officers, agents, subcontractors,

employees, ("Claim"), caused by, arising out of, or related to the performance of services by Service Provider as provided for in this Agreement, or failure to act by Service Provider, its officers, agents, subcontractors and employees. The Service Provider's duty to defend, indemnify, and hold harmless shall not include any Claim arising from the active negligence, sole negligence or willful misconduct of the District, its agents, officers, or employees.

b.   The Service Provider further agrees that the duty to indemnify, and the duty to defend the District as set forth in 9.a, requires that Service Provider pay all reasonable attorneys' fees and costs District incurs associated with or related to enforcing the indemnification provisions, and defending any Claim arising from the services of the Service Provider provided for in this Agreement.

c.   The District may, at its own election, conduct its defense, or participate in the defense of any Claim related in any way to this Agreement. If the District chooses at its own election to conduct its own defense, participate in its own defense or obtain independent legal counsel in defense of any Claim arising from the services of Service Provider provided for in this Agreement, Service Provider agrees to pay all reasonable attorneys' fees and all costs incurred by District.

10.   **INSURANCE REQUIREMENTS**

a.   Service Provider shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:

(1)   Commercial General Liability (including, without limitation, Contractual Liability, Personal Injury, Advertising Injury, and Products/Completed Operations) coverages, with coverage at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001) with limits no less than one

million dollars ($1,000,000) per Occurrence and two million dollars ($2,000,000) Aggregate for bodily injury, personal injury and property damage.

(a)   The deductible or self-insured retention on this Commercial General Liability shall not exceed $5,000 unless District has approved of a higher deductible or self-insured retention in writing.

(b)   The Commercial General Liability policy shall be endorsed to include the District; its agents, officers and employees as additional insureds in the form as required by the District. An exemplar endorsement is attached (Exhibit B, Certificate of Insurance, attached hereto and incorporated herein).

(c)   The coverage provided to the District, as an additional insured, shall be primary and any insurance or self-insurance maintained by the District shall be excess of the Service Provider's insurance and shall not contribute to it.

(d)   The Commercial General Liability policy shall be endorsed to include a waiver of transfer of rights of recovery against the District ("Waiver of Subrogation").

(2)   Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles) written at least as broad as Insurance Services Office Form Number CA 0001 with limits of no less than one million dollars ($1,000,000) combined single limit per accident for bodily injury and property damage.

(3)   Workers' Compensation, statutory limits, is required of the Service Provider and all sub-consultants (or be a qualified self-insured) under the applicable laws and in accordance with "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of

Agreement No. 17-2020MG/ RFQ No. 19-35MG
Service Provider: Michael Baker International, Inc.
Requesting Department: Information Technology

Page 7 of 18

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

Agreement No. 17-2020MG/ RFQ No. 19-35MG
Service Provider: Michael Baker International, Inc.
Requesting Department: Information Technology

Page 8 of 18

as Exhibit B and made a part hereof, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the District. Except in the event of cancellation for non-payment of premium, in which case notice shall be 10 days, all such policies must be endorsed so that the insurer(s) must notify the District in writing at least 30 days in advance of policy cancellation. Service Provider shall also provide notice to District prior to cancellation of, or any change in, the stated coverages of insurance.

c. The Certificate of Insurance must delineate the name of the insurance company affording coverage and the policy number(s) specifically referenced to each type of insurance, either on the face of the certificate or on an attachment thereto. If an addendum setting forth multiple insurance companies or underwriters is attached to the certificate of insurance, the addendum shall indicate the insurance carrier or underwriter who is the lead carrier and the applicable policy number for the CGL coverage.

d. Furnishing insurance specified herein by the District will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on Service Provider or Service Provider's sub-contractors or any tier of Service Provider's sub-contractors. District shall reserve the right to obtain complete copies of any of the insurance policies required herein.

11. **ACCURACY OF SERVICES.** Service Provider shall be responsible for the technical accuracy of its services and documents resulting therefrom and District shall not be responsible for discovering deficiencies therein. Service Provider shall correct such deficiencies without additional compensation. Furthermore, Service Provider expressly agrees to reimburse District for any costs incurred as a result of such deficiencies. Service Provider shall make decisions and carry out its responsibilities hereunder in a timely manner and shall bear all costs incident thereto so as not to delay the District, the project, or any other person related to the project, including the Service Provider or its agents, employees, or Sub-Service Providers.

Agreement No. 17-2020MG/ RFQ No. 19-35MG
Service Provider: Michael Baker International, Inc.
Requesting Department: Information Technology

Page 9 of 18

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.

Agreement No. 17-2020MG/ RFQ No. 19-35MG
Service Provider: Michael Baker International, Inc.
Requesting Department: Information Technology

Page 11 of 18

18. **DISPUTE RESOLUTION**

a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.

b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, Sub-Service Provider and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.

c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution

procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.

19. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Service Provider, made an exhaustive inspection to check the quality or quantity of the services performed by the Service Provider, made an examination to ascertain how or for what purpose the Service Provider has used money previously paid on account by the District, or constitute a waiver of claims against the Service Provider by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Service Provider for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the District which are the fault of or as result of work performed or negligent conduct by or on behalf of the Service Provider. Upon five (5) day written notice to the Service Provider, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Service Provider to pay the same; and the amount due the Service Provider under this Agreement or the whole or so much of the money due or to become due to the Service Provider under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Service Provider at no expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the Service Provider. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the Service Provider.

Agreement No. 17-2020MG/ RFQ No. 19-35MG
Service Provider: Michael Baker International, Inc.
Requesting Department: Information Technology

Page 13 of 18

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.

Agreement No. 17-2020MG/ RFQ No. 19-35MG
Service Provider: Michael Baker International, Inc.
Requesting Department: Information Technology

Page 15 of 18

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.   **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:

Richard Zinne, Business Systems Supervisor
Business Information & Technology Services
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
Tel. (619) 686-6256
Email:rzinne@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:

Rick Hendrickson,
Michael Baker International, Inc.
9755 Clairemont Mesa, CA 92124
Tel. (858) 614-5006
Fax (858) 614-5001
Email: rhendrickson@portofsandiego.org

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Agreement No. 17-2020MG/ RFQ No. 19-35MG
Service Provider: Michael Baker International, Inc.
Requesting Department: Information Technology

Page 17 of 18

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

MICHAEL BAKER INTERNATIONAL, INC.

Steve Bein

_____

Keith Coffey

Chief Technology Officer, Information Technology

_____

Steve Bein

Principal-in-Charge

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.

Agreement No. 17-2020MG/ RFQ No. 19-35MG
Service Provider: Michael Baker International, Inc.
Requesting Department: Information Technology

Page 18 of 18

ATTACHMENT A
SCOPE OF SERVICES
San Diego Unified Port District

A.   **GENERAL INFORMATION**

The San Diego Unified Port District (District) utilizes a SQL database to collect, store, document, track, analyze, and report stormwater data and information in compliance with local, state, and federal regulations. The Service Provider will maximize the use of the District's existing stormwater database by further developing and modifying the database components to collect, update, manage, and report stormwater information in order to comply with regulatory requirements. Furthermore, the Service Provider will integrate the stormwater database with other District data resources whenever possible.

B.   **GENERAL REQUIREMENTS**

1.   The Service Provider shall perform the following services:

  a.   SQL server and Geographic Information Systems (GIS) application design and database design, development, configuration, and implementation; creation of both technical and end-user documentation as well as end-user training; maintenance, problem determination and resolution, and technical support of web-based applications and databases.

  b.   Recommend, design, and implement data management and reporting solutions that would meet the unique needs of the District.

  c.   Work with District staff to refine and interpret system requirements determined by District staff.

  d.   Design security roles within applications with the potential of Active Directory integration.

  e.   Apply and follow Agile processes as defined by the District.

  f.   Possess knowledge of the District's current databases, enterprise systems, other large scale environmental and stormwater management operations.

2.   The Service Provider will assist the District in the continued development of the District's existing database to facilitate data compilation and reporting for the District's environmental regulatory programs. This includes, but is not limited to, the creation or continued development of the following:

Agreement No. 17-2020MG / RFPQ No. 19-35MG – Attachment B
Service Provider: Michael Baker International, Inc.
Requesting Department: Information Technology

Page 1 of 6

    a.   Utilize the District's Stormwater Database Enhancement Contract SharePoint site to document and manage all tasks related to the contract.

    b.   Updates and/or enhancements to the Existing Facilities component of the database.

    c.   Updates and/or enhancements to the Construction/Project component of the database.

    d.   Updates and/or enhancements to the Priority Development Project (PDP) Best Management Practice (BMP) component of the database.

    e.   Updates and/or enhancements to the other structural BMP component of the database.

    f.   Updates and/or makes enhancements to the Illicit Connection and Discharge (ICID) component of the database.

    g.   Updates or creation of inspection forms using appropriate logic and criteria to initial follow-up inspections and enforcement mechanisms.

    h.   Detailed queries and reports that meet the requirements specified in the Municipal Permit and TMDLs.

    i.   Integration of database components (i.e. projects linked to facilities, PDP BMPs linked to projects and facilities).

    j.   Creation of a Special Event component to the database.

    k.   Creation of an education and outreach tracking component of the database.

    l.   Collaborating with other District Departments and/or District consultants/contractors.

3.   The Service Provider shall also perform as-needed tasks and regular maintenance to existing database components. Examples of as-needed tasks and further development may include, but are not limited to the following:

    a.   Creation of new components related to the Municipal Permit and TMDL requirements.

    b.   Updates to existing user interfaces, forms, tablets, queries, and database logic.

    c.   Integration with the District's existing data resources such as SAP and

    d.   The generation and output of data in a variety of reporting formats.

    e.   Database documentation including data dictionaries, entity relationship diagrams (ERDs), data flow diagrams (DFDs), user interface and design.

f. Attend scheduled meetings as required for planning and review purposes and provide estimated time and cost to perform updates or changes on each task.

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Agreement No. 17-2020MG / RFPQ No. 19-35MG – Attachment B
Service Provider: Michael Baker International, Inc.
Requesting Department: Information Technology

Page 3 of 6

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

1. **COMPENSATION**

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

        (1)   Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted each month for services performed during the preceding month. Task Authorizations shall be Fixed Fee and/or Time and Materials.

            (a)   Each invoice for Fixed Fee work shall include:

                 Date work performed;
                 Description of the work performed;
                 Percent of total work being invoiced;
                 Percent of total work completed;
                 Direct Costs.

            (b)   Each invoice for Time and Materials work shall include:

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

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

LABOR CLASSIFICATION	POSITION TITLE	FULLY BURDENED HOURLY RATE
1. Applications Developer	Application Developer	150
2. Senior Applications Developer	Senior Applications Developer	180
3. Business Intelligence Analyst	Stormwater Technical Advisor	245
4. Business Systems Analyst	Stormwater Permit Compliance Analyst	170
5. Senior Business Systems Analyst	Senior SAP EAM Consultant	155
6. Geographic Information Systems Analyst II	GIS Analyst	95

7. Geographic Information Systems Analyst III	Senior GIS Analyst	140
8. Database Administrator	Database Administrator	185
9. IT Project Manager	Principle-in-Charge	245
9. IT Project Manager	Project Manager	170

(a) Allowable Fee Escalation: Service Provider shall provide services for the first 30 months of the agreement, from April 1, 2020 to September 30, 2022 at fixed fully burdened hourly rates. Beginning on the 31st month of the Agreement's performance period, Service Provider may submit a written fee escalation request to the District at least 30 days prior. Such escalation of fees shall not exceed 3% of the prior fully burdened hourly rates. No other fee escalation will be allowed.

(b) The following shall be considered part of the fully burdened hourly rates stated in this Agreement: vehicle expenses, parking, tolls, film, postage, facsimiles, computer usage, printing, normal copying and document reproduction, blue print services, travel, telecommunications, photography, and all other costs and expenses incurred in completing such services.

(c) 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.

(3) **Reimbursable Expenses**

Sub-Service Provider Costs   0% mark-up
Direct Costs   At Cost (zero mark-up)

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

2. **INVOICING**

a. **Payment Documentation.** As a prerequisite to payment for services, Service Provider shall invoice District for services performed and for reimbursable expenses authorized by this Agreement, accompanied by such records, receipts and forms as required.

Agreement No. 17-2020MG / RFPQ No. 19-35MG – Attachment B
Service Provider: Michael Baker International, Inc.
Requesting Department: Information Technology

Page 5 of 6

b. Service Provider shall include the following information on each invoice submitted for payment by District, in addition to the information required in Section I, above:

(1) Agreement No. 17-2020MG
(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 emailed to the attention of Richard Zinne at: it_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.

Agreement No. 17-2020MG / RFPQ No. 19-35MG – Attachment B
Service Provider: Michael Baker International, Inc.
Requesting Department: Information Technology

Page 6 of 6

EXHIBIT A
TASK AUTHORIZATION FORM
San Diego Unified Port District

PORT of SAN DIEGO

(DEPARTMENT NAME)
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
(619) 686-____
Fax (619) 725-____

TASK AUTHORIZATION NO. _

(Date)

(Name)
(Title)
(Name of Company)
(Address)
(City, State, Zip)
Email:

Subject: **Task Authorization for Agreement No. __- 20__**
(Agreement Title)

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

TASK DESCRIPTION

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

8. **Scope of Services.**

Agreement No. 17-2020MG / RFQ No. 19-35MG; Exhibit B
Service Provider: Michael Baker International, Inc.
Requesting Department: Information Technology

Page 1 of 2

9. Contractor Staffing (If applicable)

Name	Classification	Hours
	Staff as needed per Agreement rates	

10. List of Sub-Contractors (If applicable)

N/A

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

APPROVALS

Service Provider:

Signature: _____

Name: _____

Title: _____

Firm: _____

Date: _____

Project Manager:

Signature: _____

Name: _____

Title: Project Manager

Date: _____

Manager:

Signature: _____

Name: _____

Title: Manager

Date: _____

Director/Chief Engineer:

Signature: _____

Name: _____

Title: Director/Chief Engineer

Date: _____

EXHIBIT B
CERTIFICATE OF INSURANCE
San Diego Unified Port District

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

(1) The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.

(2) As required in the Insured's agreement(s) with the District, the policies include, or have been endorsed to include, the coverages or conditions of coverage *noted on page 2 of this certificate.*

(3) Signed copies of *all* endorsements issued to effect require coverages or conditions of coverage are attached to this certificate.

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

Name and Address of Insured (Consultant)	SDUPD Agreement Number: _____
	This certificate applies to all operations of named insureds on District property in connection with all agreements between the District and Insured.

CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	Commercial General Liability ☐ Occurrence Form ☐ Claims-made Form Retro Date _____ ☐ Liquor Liability Deductible/SIR: $_____		Commencement Date: Expiration Date:	Each Occurrence: $_____ General Aggregate: $_____
	Commercial Automobile Liability ☐ All Autos ☐ Owned Autos ☐ 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 ☐ 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:

Agreement No. 17-2020MG / RFQ No. 19-35MG; Exhibit B
Service Provider: Michael Baker International, Inc.
Requesting Department: Information Technology

Page 1 of 2

SAN DIEGO UNIFIED PORT DISTRICT

REQUIRED INSURANCE ENDORSEMENT

ENDORSEMENT NO.	EFFECTIVE DATE	POLICY NO.

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
Fax: 1-866-866-6516

DocuSign
SECURED

Certificate Of Completion

Envelope Id: 51E7136736FC4D26BCE62360C9066CB9   Status: Sent
Subject: Please DocuSign: Agreement #17-2020MG - Michael Baker International
Source Envelope:
Document Pages: 28   Signatures: 1   Envelope Originator:
Certificate Pages: 5   Initials: 0   Mario Giacobbe
AutoNav: Enabled   3165 Pacific Highway
EnvelopeId Stamping: Enabled   San Diego, CA 92101
Time Zone: (UTC-08:00) Pacific Time (US & Canada)   mgiacobbe@portofsandiego.org
                                                                     IP Address: 207.215.153.162

Record Tracking

Status: Original   Holder: Mario Giacobbe   Location: DocuSign
        2/6/2020 7:45:14 AM   mgiacobbe@portofsandiego.org
Security Appliance Status: Connected Pool: StateLocal
Storage Appliance Status: Connected   Pool: San Diego Unified Port District   Location: DocuSign

Signer Events	Signature	Timestamp
Steve Bein SBein@mbakerintl.com Security Level: Email, Account Authentication (None)	*Steve Bein* Signature Adoption: Pre-selected Style Using IP Address: 50.201.136.21	Sent: 2/6/2020 8:54:26 AM Viewed: 2/6/2020 9:29:17 AM Signed: 2/6/2020 4:17:40 PM

Electronic Record and Signature Disclosure:
  Accepted: 2/6/2020 9:29:17 AM
  ID: 85f578cf-451c-4901-ac99-18106ceb2c56

Mario Giacobbe   Sent: 2/6/2020 4:17:43 PM
mgiacobbe@portofsandiego.org
Procurement Analyst II
Port of San Diego
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
  Not Offered via DocuSign

John Carter
jcarter@portofsandiego.org
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
  Not Offered via DocuSign

Keith Coffey
kcoffey@portofsandiego.org
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
  Accepted: 12/21/2018 3:51:51 PM
  ID: bd4b287c-db56-42ce-869d-e40be61e380c

ODC DocuSign Group
ODCDocuSign@portofsandiego.org
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 11/5/2018 10:01:32 AM ID: 2ce25280-e9c3-4a4e-bdb7-699e901f800d		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

DocuSign Core Notify Group

DocuSign_Core_Notify@portofsandiego.org

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
   Not Offered via DocuSign

Richard Zinne

rzinne@portofsandiego.org

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
   Accepted: 5/18/2019 7:43:14 AM
   ID: 83be3448-603c-4314-9bae-55b67e8cd312

Rick Hendrickson

rhendrickson@mbakerintl.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
   Not Offered via DocuSign

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/6/2020 4:17:43 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, San Diego Unified Port District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact San Diego Unified Port District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: rsanagus@portofsandiego.org

To advise San Diego Unified Port District of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at rsanagus@portofsandiego.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from San Diego Unified Port District
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to rsanagus@portofsandiego.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with San Diego Unified Port District

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

 i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

 ii. send us an e-mail to rsanagus@portofsandiego.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify San Diego Unified Port District as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by San Diego Unified Port District during the course of my relationship with you.