

**AGREEMENT BETWEEN  
SAN DIEGO UNIFIED PORT DISTRICT  
and  
DESIGN PROFESSIONAL \*\*\*  
\*\*\* (SPECIFICALLY FOR: ARCHITECTS, PROFESSIONAL ENGINEERS, LAND  
SURVEYORS & LANDSCAPE ARCHITECTS)  
for  
AS-NEEDED (NAME OF SERVICES)  
AGREEMENT NO. XX-20XX**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and (NAME OF FIRM), a (NAME OF U.S. STATE OF FIRM in INCORPORATED IN or HEADQUARTERED IN) Corporation/LLP/DBA/Sole Proprietorship/Joint Venture (Design Professional). The parties agree to the following:

1. **SCOPE OF SERVICES.** Design Professional shall provide services to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. Design Professional 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.** Design Professional is aware that the services to be provided under this Agreement are on an as-needed basis as determined by the District. Design Professional may or may not receive a request to provide such services, and Design Professional 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.
  - b. Design Professional 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 Design Professional.
  - c. Services rendered under this Agreement shall be undertaken by Design Professional 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 District's Director of Engineering or designated representative.

2. **TERM OF AGREEMENT.** This Agreement shall commence on \_\_\_\_\_, 20XX, and shall terminate on \_\_\_\_\_, 20XX, 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 Design Professional 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 \$XXX. Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Design Professional shall not be required to perform further services after compensation has been expended. In the event that the Design Professional 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, Design Professional agrees to assign the person with the lowest hourly rate who is fully competent to provide the services required. If Design Professional 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, Design Professional shall nevertheless, bill at the lower rate.

- c. **Progress Documentation.**

(1) Design Professional 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.

(2) Design Professional shall also provide applicable SBE Sub Participation Verification Monthly Report, Exhibit D, attached hereto and as provided by the District. SBE Sub Participation Verification Monthly Report shall be provided to monitor and verify Design Professional small business participation commitment at time of award. Monthly reports shall be submitted by email to the Project Labor & Compliance Administrator by the 15<sup>th</sup> of each month following award at [sparsons@portofsandiego.org](mailto:sparsons@portofsandiego.org).

4. **RECORDS.**

- a. Design Professional 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 Design Professional 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. Design Professional 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 Design Professional or anyone else associated with the work has prepared or which relate to the work which Design Professional is performing for District pursuant to this Agreement regardless of whether such records have previously been provided to District. Design Professional shall provide District at Design Professional'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 Design Professional's office or facilities, which are engaged in the performance of services pursuant to this Agreement. Design Professional shall, at no cost to District furnish reasonable facilities and assistance for such review and audit. Design Professional's failure to provide the records within the time requested shall preclude Design Professional from receiving any compensation due under this Agreement until such documents are provided.

5. **DESIGN PROFESSIONAL'S SUB-DESIGN PROFESSIONALS.**

- a. It may be necessary for Design Professional to sub-contract for the performance of certain technical services or other services for Design Professional to perform and complete the required services; provided, however, all Design Professional's Sub-Design Professionals shall be subject to prior written approval by District. The Design Professional shall remain responsible to District for any and all services and obligations required under this Agreement, whether performed by Design Professional or Design Professional's Sub-Design Professionals. Design Professional shall compensate each Design Professional's Sub-Design Professionals in the time periods required by law. Any Design Professional's Sub-Design Professionals employed by Design Professional shall be independent Design Professionals and not agents of District. Design Professional shall ensure that Design Professional's Sub-Design Professionals 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 Design Professional's sub-contractors to provide services under this Agreement:

<u>NAME OF FIRM</u>	<u>TYPE OF SERVICES PROVIDED</u>
XXX	XXX

- c. Design Professional shall also include a clause in its Agreements with Design Professional's Sub-Design Professionals 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 Design Professional's Sub-Design Professionals 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, Design Professional and Design Professional's Sub-Design Professionals 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. Design Professional shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.
- b. Design Professional 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.** Design Professional 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, Design Professional shall possess no authority with respect to any District decision.
8. **ASSIGNMENT.** This is a personal services Agreement between the parties and Design Professional 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. **Design Professional Services.**
    - (1) **Duty to Indemnify, duty to defend and hold harmless for “Design Professional” services (as that term is defined pursuant to California Civil Code Section 2782.8):** To the fullest extent provided by law, Design Professional agrees to indemnify, defend, and hold harmless District, its agents, officers and 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 Design Professional’s officers, agents, and employees (“Claim”), to the extent that the claims against the indemnitee arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design Professional. In no event shall the cost to defend charged to the Design Professional exceed the Design Professional’s proportionate percentage of fault. However, notwithstanding the

previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the Design Professional shall meet and confer with other parties regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in California Civil Code Section 2782.8. The Design Professional's duty to indemnify, defend, and hold harmless shall not include any Claim arising from the active negligence, sole negligence or willful misconduct of District, its agents, officers, or employees.

- (2) Design Professional further agrees that the duty to indemnify and the duty to defend the District as set forth in Section 9.a(1), requires that Design Professional pay all reasonable attorneys' fees and costs District incurs associated with or related to enforcing the indemnification provisions, and defending any Claim arising out of, pertaining to, or related to the negligence, recklessness or willful misconduct of Design Professional, its officers, agents, or employees for services as provided for in this Agreement and as limited by California Civil Code Section 2782.8.
- (3) 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 out of, pertaining to, or related to the negligence, recklessness or willful misconduct of Design Professional, its officers, agents, or employees for services as provided for in this Agreement, Design Professional agrees to pay all reasonable attorneys' fees and all costs incurred by District and as limited by California Civil Code Section 2782.8.

b. **Non-Design Professional Services.**

- (1) **Duty to Indemnify, duty to defend and hold harmless for Non Design Professional Services:** To the fullest extent provided by law, except for Design Professional Services covered under Section 9.a, Design Professional, for all non-design professional services, agrees to defend, indemnify, and hold harmless the District, its agents, officers and employees, from and against any Claim (as defined in Section 9.a above), caused by, arising out of, or related to the performance of services by Design Professional as provided for in this Agreement, or failure to act by Design Professional, its officers, agents, subcontractors and employees. The Design Professional'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.
- (2) Design Professional further agrees that the duty to indemnify and the duty to defend the District as set forth in 9.b(1), requires that Design Professional 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 Design Professional provided for in this Agreement.
- (3) 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 Design Professional provided for in this Agreement, Design Professional agrees to pay all reasonable attorneys' fees and all costs incurred by District.

## 10. **INSURANCE REQUIREMENTS.**



- a. Design Professional 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 Design Professional'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 Design Professional and all sub-consultants (or be a qualified self-insured) under the applicable laws and in accordance with "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Employer's Liability, in an amount of not less than one million dollars (\$1,000,000) each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee. This policy shall be endorsed to include a waiver of subrogation endorsement, where permitted by law.
- (4) Professional Liability insurance in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.
- (a) At the end of the agreement period, Consultant shall maintain, at its own expense, continued Professional Liability insurance of not less than five (5) years, in an amount no less than the amount required pursuant to this Agreement.
- (b) Alternately, if the existing Professional Liability is terminated during the above referenced five-year period, Consultant shall maintain at its own expense, "tail" coverage in the same minimum amount as set forth in this paragraph.
- (c) All coverages under this section shall be effective as of the effective date of this Agreement or provide for a retroactive date of placement that coincides with the effective date of this Agreement.

- (5) Umbrella or Excess Liability insurance with limits no less than one million dollars (\$1,000,000) per occurrence and aggregate. This policy must provide excess insurance over the same terms and conditions required above for the General Liability, Automobile Liability and Employer's Liability policies.
- b. Design Professional shall furnish District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of Insurance in a form acceptable to the District, an exemplar Certificate of Insurance is attached as Exhibit B and made a part hereof, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the District. Except in the event of cancellation for non-payment of premium, in which case notice shall be 10 days, all such policies must be endorsed so that the insurer(s) must notify the District in writing at least 30 days in advance of policy cancellation. Design Professional 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 Design Professional or Design Professional's sub-contractors or any tier of Design Professional's sub-contractors. District shall reserve

the right to obtain complete copies of any of the insurance policies required herein.

11. **ACCURACY OF SERVICES.** Design Professional shall be responsible for the technical accuracy of its services and documents resulting therefrom and District shall not be responsible for discovering deficiencies therein. Design Professional shall correct such deficiencies without additional compensation. Furthermore, Design Professional expressly agrees to reimburse District for any costs incurred as a result of such deficiencies. Design Professional 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 Design Professional or its agents, employees, or Sub-Design Professionals.
12. **INDEPENDENT CONTRACTOR.** Design Professional and any agent or employee of Design Professional shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Design Professional's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the Design Professional. Design Professional shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Design Professional 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. Design Professional 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 Design Professional pursuant to this Agreement, shall be the property of District from the moment of their preparation and the Design Professional 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, Design Professional 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 Design Professional pursuant to this Agreement (including any duplicate copies kept by the Design Professional) shall not be shown to any other public or private person or entity, except as authorized by District. Design Professional 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 Design Professional 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 Design Professional 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 Design Professional other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.

18. **DISPUTE RESOLUTION.**

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

documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, Sub-Design Professional 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 Design Professional, made an exhaustive inspection to check the quality or quantity of the services performed by the Design Professional, made an examination to ascertain how or for what purpose the Design Professional has used money previously paid on account by the District, or constitute a waiver of claims against the Design Professional by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Design Professional 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 Design Professional. Upon five (5) day written notice to the Design Professional, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Design Professional to pay the same; and the amount due the Design Professional under this Agreement or the whole or so

much of the money due or to become due to the Design Professional 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 Design Professional 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 Design Professional. 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 Design Professional.

20. **COMPLIANCE WITH PREVAILING WAGE LAWS (IF APPLICABLE).**

a. Design Professional acknowledges and agrees that it is the sole and exclusive responsibility of Design Professional to: (a) ensure that all persons and/or entities (including, but not limited to, Design Professional 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. Design Professional acknowledges and agrees that it is the sole and exclusive responsibility of the Design Professional to ensure that all certified payrolls are provided to the District. Design Professional 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. Design Professional will be given a Log-On



identification and password to access the San Diego Unified Port District's reporting system upon Design Professional's request.

- (2) The use of LCPtracker by the Design Professional is mandatory. Access to LCPtracker will be provided at no cost to the Design Professional.
- (3) In order to utilize LCPtracker, the Design Professional needs a computer and internet access. A digital camera and a scanner may be useful. For more information, go to [www.lcptracker.com](http://www.lcptracker.com). To Login, go to [www.lcptracker.net](http://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 Design Professional'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 Design Professional's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.
- (5) Design Professional 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 Design Professional.
- (6) Training options can be provided to the Design Professional upon request.

21. **DESIGN PROFESSIONAL/CONTRACTOR REGISTRATION PROGRAM (IF APPLICABLE).**

- a. In accordance with the provisions of Labor Code section 1771.1. (a) A contractor or subcontractor shall not be qualified to bid on; be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
  - b. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
  - c. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
  - d. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
22. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.
23. **EQUAL OPPORTUNITY EMPLOYMENT.** Design Professional represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion,

color, national origin, handicap, ancestry, sex, gender, gender expression, sexual orientation, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

Design Professional will, within forty-five (45) days of the effectiveness of this Agreement, provide a written statement of its commitment to diversity, equity, and inclusion, which shall include a commitment and brief description of its plan to implement good faith efforts to recruit subconsultants and employees in a non-discriminatory manner. If Design Professional fails to provide such written statement as required, the District may terminate this Agreement, effective immediately, by providing written notice of such termination. Design Professional shall, not later than sixty (60) days prior to the expiration of each anniversary of the effective date of this Agreement, provide a written report describing Design Professional's actions and results in furtherance of its commitment to diversity, equity, and inclusion, as well as provide an updated Employment & Ownership Report in the form attached hereto as **Exhibit C**, or updated form provided by District. Design Professional's report shall not identify individual subconsultants and employees by name. If Design Professional fails to provide such report and/or **Exhibit C**, as required, the District may terminate this Agreement, effective immediately, by providing written notice of such termination.

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

- a. Submit all correspondence regarding this Agreement to:

Requesting Department's Director  
Name of Requesting Department  
San Diego Unified Port District  
P.O. Box 120488  
San Diego, CA 92112-0488  
Tel.

Email:

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

Name/title  
Name of firm  
Address  
Tel.  
Email:

\*\*\*\*\*END OF PAGE\*\*\*\*\*

- 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**

**NAME OF FIRM**

\_\_\_\_\_  
Name of District's Authorized Designee  
Title of District's Authorized Designee

\_\_\_\_\_  
Name of Authorized Representative  
Title of Authorized Representative

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**

SAMPLE

**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 Design Professional compensation as set forth hereunder.

(1) Design Professional 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 Lump Sum, Fixed Fee, or Time and Materials or any combination of all three.

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

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

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

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

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

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

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

<u>Classification</u>	<u>Fully Burdened Hourly Billing Rate</u>
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1. XXX	\$XXX
2. XXX	\$XXX

- (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, telecommunications, photography, and all other costs and expenses incurred in completing such services.
- (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.

(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, Design Professional shall invoice District for services performed and for reimbursable expenses authorized by this Agreement, accompanied by such records, receipts and forms as required.

- b. Design Professional 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. **XX-20XX**
- (2) If applicable, the Task Authorization(s) (TA) number being charged.
- (3) The following certification phrase, with printed name, title and signature of Design Professional'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 Design Professional, without payment, any invoice, which has been submitted without the above information and certification phrase.
- d. Invoices shall be mailed to the attention of: **Authorized Designee, Requesting Department**, P.O. Box 120488, San Diego Unified Port District, 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 Design Professional for the Services. Any overpayment discovered in such an audit may be charged against the Design Professional's future invoices and any retention funds.
- f. Design Professional 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 Design Professional within thirty (30) days after receipt by District of a proper invoice.

**EXHIBIT A**  
**TASK AUTHORIZATION FORM**  
**San Diego Unified Port District**



**(DEPARTMENT NAME)**

*San Diego Unified Port District  
P.O. Box 120488  
San Diego, CA 92112-0488  
(619) 686-\_\_\_\_  
Fax (619) 725-\_\_\_\_*

**TASK AUTHORIZATION NO. \_**

(Date)

(Name)

(Title)

(Name of Company)

(Address)

(City, State, Zip)

Email:

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

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

**TASK DESCRIPTION**

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

8. **Scope of Services.**

**9. Contractor Staffing** (If applicable)

Name	Classification	Hours
	Staff as needed per Agreement rates	

**10. List of Sub-Contractors** (If applicable)

N/A

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

**APPROVALS**

**Design Professional:**

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 –  
E-mail to: [portofsandiego@ebix.com](mailto:portofsandiego@ebix.com) – OR –  
Fax: 1-866-866-6516**

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

CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	<b>Commercial General Liability</b> <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims-made Form Retro Date _____ <input type="checkbox"/> Liquor Liability Deductible/SIR: \$ _____		<b>Commencement Date:</b>  <b>Expiration Date:</b>	<b>Each Occurrence:</b> \$ _____  <b>General Aggregate:</b> \$ _____
	<b>Commercial Automobile Liability</b> <input type="checkbox"/> All Autos <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned & Hired Autos		<b>Commencement Date:</b>  <b>Expiration Date:</b>	<b>Each Occurrence:</b> \$ _____
	<b>Workers Compensation – Statutory</b>  Employer's Liability		<b>Commencement Date:</b>  <b>Expiration Date:</b>	E.L. Each Accident \$ _____  E.L. Disease Each Employee \$ _____  E.L. Disease Policy Limit \$ _____
	<b>Professional Liability</b> <input type="checkbox"/> Claims Made Retro-Active Date _____		<b>Commencement Date:</b>  <b>Expiration Date:</b>	Each Claim \$ _____  \$ _____
	<b>Excess/Umbrella Liability</b>		<b>Commencement Date:</b>  <b>Expiration Date:</b>	Each Occurrence: \$ _____  General Aggregate: \$ _____

CO LTR	COMPANIES AFFORDING COVERAGE	BEST'S 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) _____  <div style="text-align: right;">Date: _____</div>
--	---

**SAN DIEGO UNIFIED PORT DISTRICT**

**REQUIRED INSURANCE ENDORSEMENT**

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

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

EXHIBIT C



## Employment and Ownership Report

**Submitted to:**

**Diversity, Equity, and Inclusion  
Port of San Diego**

**Submitted by:**

Name of Business	
Contact Person	
Address	
City, State, Zip Code	
Phone Number	
E-Mail Address	
Date	
Signature	

The submittal of this information and subsequent DEI updates and/or reports required by Agreement language is for recordkeeping and tracking purposes only and will not be used as a basis for decisions, unless Design Professional fails to provide such information.

## A. Employment Report

	Number of Employees – Report Employees in only one category						
Job Categories	Race/Ethnicity						
	Women						
	White	Black or African American	Hispanic	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races
	A	B	C	D	E	F	G
Executives							
Mid-Level Executives							
Professionals							
Technicians							
Sales Workers							
Admin Support							
Craft Workers							
Operatives							
Laborers							
Service Workers							
Total							

	Number of Employees – Report Employees in only one category						
Job Categories	Race/Ethnicity						
	Men						
	White	Black or African American	Hispanic	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races
	H	I	J	K	L	M	N
Executives							
Mid-Level Executives							
Professionals							
Technicians							
Sales Workers							
Admin Support							
Craft Workers							
Operatives							
Laborers							
Service Workers							
Total							



	Number of Employees – Report Employees in only one category						
Job Categories	Race/Ethnicity						
	Nonbinary						
	White	Black or African American	Hispanic	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races
	O	P	Q	R	S	T	U
Executives							
Mid-Level Executives							
Professionals							
Technicians							
Sales Workers							
Admin Support							
Craft Workers							
Operatives							
Laborers							
Service Workers							
Total							

## B. Explanation for Completing Employment Data

Employment data must include ALL current full-time and part-time employees. Employees must be counted by sex and race/ethnic category for each of the occupational categories. You may acquire the race/ethnic information necessary for this report either by voluntary self-identification surveys of the workforce, or from post-employment records, or visual surveys of the workforce. Eliciting information on the race/ethnic identity of an employee by direct inquiry is not allowed.

For the purpose of this report, an employee may be included in the group to which they appear to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
- White – A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
- Black or African American – A person having origins in any of the Black racial groups of Africa.
- Native Hawaiian or Other Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- Asian – A person having origins in any of the original peoples of the Far East, Southeast Asian, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- American Indian or Alaska Native – A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- Two or More Races – All persons who identify with more than one of the above five races.

To assist you in determining where to place your jobs within the occupational categories, a description of job categories is as follows:

- **Executives (Officials and Managers):** Individuals, who plan, direct and formulate policies, set strategy and provide the overall direction of enterprises/organizations for the development and delivery of products or services, within the parameters approved by boards of directors or other governing bodies. Residing in the highest levels of organizations, these executives plan, direct or coordinate activities with the support of subordinate executives and staff managers. They include, in larger organizations, those individuals within two reporting levels of the CEO, whose responsibilities require frequent interaction with the CEO. Examples of these kinds of managers are chief executive officers, chief operating officers, chief financial officers, line of business heads, presidents or executive vice presidents of functional areas or operating groups, chief

information officers, chief human resources officers, chief marketing officers, chief legal officers, management directors and managing partners.

- **Mid-Level Executives:** Individuals who serve as managers, other than those who serve as Executive/Senior Level Officials and Managers, including those who oversee and direct the delivery of products, services, or functions at group, regional or divisional levels of organizations. These managers receive directions from the Executive/Senior Level management and typically lead major business units. They implement policies, programs, and directives of executive/senior management through subordinate managers and within the parameters set by Executive/Senior Level management. Examples of these kinds of managers are vice presidents and directors, group, regional or divisional controllers; treasurers; human resources, information systems, marketing, and operations managers. The First/Mid-Level Officials and Managers subcategory also includes those who report directly to middle managers. These individuals serve at functional, line of business segment or branch levels and are responsible for directing and executing the day-to-day operational objectives of enterprises/organizations, conveying the directions of higher-level officials and managers to subordinate personnel and, in some instances, directly supervising the activities of exempt and non-exempt personnel. Examples of these kinds of managers are: first-line managers; team managers; unit managers; operations and production managers; branch managers; administrative services managers; purchasing and transportation managers; storage and distribution managers; call center or customer service managers; technical support managers; and brand or product managers.
- **Professionals:** Most jobs in this category require bachelor and graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications. Examples of these kinds of positions include accountants and auditors; airplane pilots and flight engineers; architects; artists; chemists; computer programmers; designers; dietitians; editors; engineers; lawyers; librarians; mathematical scientists; natural scientists; registered nurses; physical scientists; physicians and surgeons; social scientists; teachers; and surveyors.
- **Technicians:** Jobs in this category include activities that require applied scientific skills, usually obtained by post-secondary education of varying lengths, depending on the particular occupation, recognizing that in some instances additional training, certification, or comparable experience is required. Examples of these types of positions include drafters; emergency medical technicians; chemical technicians; and broadcast and sound engineering technicians.
- **Sales Workers:** These jobs include non-managerial activities that wholly and primarily involve direct sales. Examples of these types of positions include advertising sales agents; insurance sales agents; real estate brokers and sales agents; wholesale sales representatives; securities, commodities, and financial services sales agents; telemarketers; demonstrators; retail salespersons; counter and rental clerks; and cashiers.
- **Administrative Support Workers:** These jobs involve non-managerial tasks providing administrative and support assistance, primarily in office settings. Examples of these types of positions include office and administrative support workers; bookkeeping; accounting and auditing clerks; cargo and freight agents; dispatchers; couriers; data entry keyers; computer operators; shipping, receiving and traffic clerks; word processing and typists; proofreaders; desktop publishers; and general office clerks.

- **Craft Workers:** Most jobs in this category include higher skilled occupations in construction (building trade craft workers and their formal apprentices) and natural resource extraction workers. Examples of these types of positions include boilermakers; brick and stone masons; carpenters; electricians; painters (both construction and maintenance); glaziers; pipe layers; plumbers, pipe fitters and steamfitters; plasterers; roofers; elevator installers; earth drillers; derrick operators; oil and gas rotary drill operators; and blasters and explosive workers. This category also includes occupations related to the installation, maintenance and part replacement of equipment, machines, and tools, such as: automotive mechanics; aircraft mechanics; and electric and electronic equipment repairers. This category also includes some production occupations that are distinguished by the high degree of skill and precision to perform them, based on clearly defined task specifications, such as millwrights, etchers, and engravers; tool and die makers; and pattern makers.
- **Operatives:** Most jobs in this category include intermediate skilled occupations and include workers who operate machines or factory-related processing equipment. Most of these occupations do not usually require more than several months of training. Examples include textile machine workers; laundry and dry-cleaning workers; photographic process workers; weaving machine operators; electrical and electronic equipment assemblers; semiconductor processors; testers, graders, and sorters; bakers; and butchers and other meat, poultry, and fish processing workers. This category also includes occupations of generally intermediate skill levels that are concerned with operating and controlling equipment to facilitate the movement of people or materials, such as: bridge and lock tenders; truck, bus, or taxi drivers; industrial truck and tractor (forklift) operators; parking lot attendants; sailors; conveyor operators; and hand packers and packagers.
- **Laborers:** Jobs in this category include workers with more limited skills who require only brief training to perform tasks that require little or no independent judgment. Examples include production and construction worker helpers; vehicle and equipment cleaners; laborers; freight, stock, and material movers; service station attendants; construction laborers; refuse and recyclable materials collectors; septic tank services; and sewer pipe cleaners.
- **Service Workers:** Jobs in this category include food service, cleaning service, personal service, and protective service activities. Skill may be acquired through formal training, job-related training, or direct experience. Examples of food service positions include cooks; bartenders; and other food service workers. Examples of personal service positions include medical assistants and other healthcare support positions; hairdressers; ushers; and transportation attendants. Examples of cleaning service positions include cleaners; janitors; and porters. Examples of protective service positions include transit and railroad police and fire fighters; guards; private detectives and investigators.

### C. Statement of Ownership

Is your firm currently certified as any of the following (check all that apply) and if so, please identify the certifying agency:

- |  |   |
|--|---|
| <input type="checkbox"/> Small Business Enterprise (SBE) certified by:         | <input type="checkbox"/> Veteran owned business (VBE) certified by: |
| <input type="checkbox"/> Woman owned business (WBE) certified by:              | <input type="checkbox"/> LGBTQIA+ owned business certified by:      |
| <input type="checkbox"/> Minority owned business (MBE) certified by:           | <input type="checkbox"/> HUBZone                                    |
| <input type="checkbox"/> Disabled Veteran owned business (DVBE), certified by: | <input type="checkbox"/> Other:                                     |

Please check here ☐ if you believe you are eligible for any of the above certifications, and for WBE or MBE please voluntarily self-identify as follows and DEI staff will contact you with certification information:

Gender:	Ethnicity:	
<input type="checkbox"/> Woman	<input type="checkbox"/> Hispanic or Latino	<input type="checkbox"/> Native Hawaiian/Pacific Islander
<input type="checkbox"/> Male	<input type="checkbox"/> White	<input type="checkbox"/> American Indian/Alaska Native
<input type="checkbox"/> Nonbinary	<input type="checkbox"/> Black or African American	<input type="checkbox"/> Two or More Races

Type of Legal Business Structure: (check all that apply)

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Corporation
<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Partnership	<input type="checkbox"/> Privately Held
<input type="checkbox"/> Publicly Traded	<input type="checkbox"/> Other, please describe:

Identify the majority owner(s) of the firm:

Name/Title:	Address:	Email:	Phone:	% Owned:	Years Owned:

## EXHIBIT D



**PORT of  
SAN DIEGO**

San Diego Unified Port District

### Project Labor & Compliance - SBE Sub Participation Verification Monthly Report

The purpose of this **monthly report** is to verify Small Business Enterprise (SBE) sub participation on District projects. All awarded **Proposers/ Respondents/ Bidders** who listed SBEs in their **proposal/ submittal/ bid** are required to submit the monthly report for the duration of the project. Reports shall be emailed to [sparsons@portofsandiego.org](mailto:sparsons@portofsandiego.org)

<b>Name of Prime:</b>		<b>Project #:</b>	
<b>Prime Contact:</b>		<b>Project Title:</b>	
<b>Contact Telephone:</b>		<b>Project Start Date:</b>	
<b>Contact Email:</b>		<b>Project End Date:</b>	
<b>Reporting Month:</b>		<b>Final Report:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No (Indicates all SBE subs have completed their portion of work and have been paid in full.)

SBE Sub Participant	SBE Sub Email	Description of Work	Start Date	End Date	Payment to SBE This Month	Total Payments to SBE to Date
<b>Totals</b>					<b>\$</b>	<b>\$</b>

Total Contract Value	Total received by Prime to Date	SBE Commitment At Time of Award	SBE Participation to Date (SBE Payments/Payment to Prime)
\$	\$	%	% / \$

***By affixing my signature below, I certify that the information contained in this form is true and correct.***

Signature	Date	Print Name

*Invoices, canceled checks or other documentation deemed necessary to verify payments to SBEs may be required at a later date.*