AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
SOUTHERN CONTRACTING COMPANY
for
SMART PORT INTELLIGENT LIGHTING PILOT
AGREEMENT NO. 50-2018ND

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and SOUTHERN CONTRACTING COMPANY, a California Corporation (Service Provider). The parties agree to the following:

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

2. **TERM OF AGREEMENT.** This Agreement shall commence on March 19, 2018 and shall terminate on December 31, 2018, 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 $13,300.00. 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 shall include a description of work completed, cumulative dollar costs incurred, anticipated work for the next reporting period, percentage of work complete, and the expected completion date for remaining work. The report shall identify problem areas and important issues that may affect project cost and/or schedule. The report shall present actual percent completion versus planned percent completion.

4. **RECORDS**

a. Service Provider shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to inspection of District at all reasonable times in the City of San Diego and such records shall be kept for at least three (3) years after the termination of this Agreement.

b. Such records shall be maintained by Service Provider for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

c. Service Provider understands and agrees that District, at all times under this Agreement, has the right to review project documents and work in
progress and to audit financial records, whether or not final, which Service Provider or anyone else associated with the work has prepared or which relate to the work which Service Provider is performing for District pursuant to this Agreement regardless of whether such records have previously been provided to District. Service Provider shall provide District at Service Provider’s expense a copy of all such records within five (5) working days of a written request by District. District’s right shall also include inspection at reasonable times of the Service Provider’s office or facilities, which are engaged in the performance of services pursuant to this Agreement. Service Provider shall, at no cost to District furnish reasonable facilities and assistance for such review and audit. Service Provider’s failure to provide the records within the time requested shall preclude Service Provider from receiving any compensation due under this Agreement until such documents are provided.

5. SERVICE PROVIDER’S SUB-CONTRACTORS

a. It may be necessary for Service Provider to sub-contract for the performance of certain technical services or other services for Service Provider to perform and complete the required services; provided, however, all Service Provider’s sub-contractors shall be subject to prior written approval by District. The Service Provider shall remain responsible to District for any and all services and obligations required under this Agreement, whether performed by Service Provider or Service Provider’s sub-contractors. Service Provider shall compensate each Service Provider’s sub-contractors in the time periods required by law. Any Service Provider’s sub-contractors employed by Service Provider shall be independent Service Providers and not agents of District. Service Provider shall insure that Service Provider’s sub-contractors satisfy all substantive requirements for the work set forth by this Agreement, including insurance and indemnification.
b. Service Provider shall also include a clause in its Agreements with Service Provider's sub-contractors which reserves the right, during the performance of this Agreement and for a period of three (3) years following termination of this Agreement, for a District representative to audit any cost, compensation or settlement resulting from any items set forth in this Agreement. This clause shall also require Service Provider's sub-contractors to retain all necessary records for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

6. **COMPLIANCE**

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

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

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

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

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

   a. **Duty to Indemnify, duty to defend and hold harmless.** To the fullest extent provided by law, Service Provider agrees to defend, indemnify and hold harmless the District, its agents, officers or employees, from and against any claim, demand, action, proceeding, suit, liability, damage, cost (including reasonable attorneys' fees) or expense for, including but not limited to, damage to property, the loss or use thereof, or injury or death to any person, including Service Provider's officers, agents, subcontractors, employees, ("Claim"), caused by, arising out of, or related to the performance of services by Service Provider as provided for in this Agreement, or failure to act by Service Provider, its officers, agents, subcontractors and employees. The Service Provider's duty to defend, indemnify, and hold harmless shall not include any Claim arising from the active negligence, sole negligence or willful misconduct of the District, its agents, officers, or employees.

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

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

10. **INSURANCE REQUIREMENTS**

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

   (1) Commercial General Liability (including, without limitation, Contractual Liability, Personal Injury, Advertising Injury, and Products/Completed Operations) coverages, with coverage at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001) with limits no less than one million dollars ($1,000,000) per Occurrence and two million dollars ($2,000,000) Aggregate for bodily injury, personal injury and property damage.

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

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

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

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

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

(3) Workers' Compensation, statutory limits, is required of the Service Provider and all sub-consultants (or be a qualified self-insured) under the applicable laws and in accordance with "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Employer's Liability, in an amount of not less than one million dollars ($1,000,000) each accident, $1,000,000 disease policy limit and $1,000,000 disease each employee. This policy shall be endorsed to include a waiver of subrogation endorsement, where permitted by law.

(4) Umbrella or Excess Liability insurance with limits no less than one million dollars ($1,000,000) per occurrence and aggregate. This policy must provide excess insurance over the same terms and conditions required above for the General Liability, Automobile Liability and Employer's Liability policies.

b. Service Provider shall furnish District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of Insurance in a form acceptable to the District, an exemplar Certificate of
Insurance is attached as Exhibit A and made a part hereof, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the District. Except in the event of cancellation for non-payment of premium, in which case notice shall be 10 days, all such policies must be endorsed so that the insurer(s) must notify the District in writing at least 30 days in advance of policy cancellation. Service Provider shall also provide notice to District prior to cancellation of, or any change in, the stated coverages of insurance.

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

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

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

12. **INDEPENDENT CONTRACTOR.** Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

13. **ADVICE OF COUNSEL.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.

14. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.
15. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

16. **OWNERSHIP OF RECORDS.** Any and all materials and documents, including without limitation drawings, specifications, computations, designs, plans, investigations and reports, prepared by Service Provider pursuant to this Agreement, shall be the property of District from the moment of their preparation and the Service Provider shall deliver such materials and documents to District at the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101) whenever requested to do so by District. However, Service Provider shall have the right to make duplicate copies of such materials and documents for its own file, or other purposes as may be expressly authorized in writing by District. Said materials and documents prepared or acquired by Service Provider pursuant to this Agreement (including any duplicate copies kept by the Service Provider) shall not be shown to any other public or private person or entity, except as authorized by District. Service Provider shall not disclose to any other public or private person or entity any information regarding the activities of District, except as expressly authorized in writing by District.

17. **TERMINATION.** In addition to any other rights and remedies allowed by law, the Executive Director (President/CEO) of District may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to Service Provider of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by Service Provider to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee or claim
hereunder by Service Provider other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.

18. DISPUTE RESOLUTION

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

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

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

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

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

   a. Service Provider acknowledges and agrees that it is the sole and exclusive responsibility of Service Provider to: (a) ensure that all persons and/or entities (including, but not limited to, Service Provider or Subcontractors) who provide any labor, services, equipment and/or materials (collectively, "Services") in connection with any work shall comply with the requirements of California's and any other prevailing wage laws ("PWL") to the extent such laws are applicable and (b) determine whether any Services are subject to the PWL by obtaining a determination by means that do not involve the District.

   b. **Certified Payrolls.** Service Provider acknowledges and agrees that it is the sole and exclusive responsibility of the Service Provider to insure that all certified payrolls are provided to the District. Service Provider shall submit certified payrolls electronically via the software LCPtracker.

      (1) LCPtracker is a web-based system, accessed on the World Wide Web by a web browser. Service Provider will be given a Log-On identification and password to access the San Diego Unified Port District’s reporting system upon Service Provider’s request.

      (2) The use of LCPtracker by the Service Provider is mandatory. Access to LCPtracker will be provided at no cost to the Service Provider.

      (3) In order to utilize LCPtracker, the Service Provider needs a computer and internet access. A digital camera and a scanner may
be useful. For more information, go to www.lcptracker.com. To login, go to www.lcptracker.net and from the homepage, select LOGIN and enter the Username and Password that will be provided to you by the District upon Service Provider’s request.

(4) Use of the system will entail data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid etc. The Service Provider’s payroll and accounting software might be capable of generating a ‘comma delimited file’ that will interface with the software.

(5) Service Provider must require all lower-tier sub participants the mandatory requirement to use LCPtracker to provide any required labor compliance documentation. Lower-tier sub participants will be given a Log-On identification and password from the Service Provider.

(6) Training options can be provided to the Service Provider upon request.

21. SERVICE PROVIDER/CONTRACTOR REGISTRATION PROGRAM (IF APPLICABLE)

a. In accordance with the provisions of Labor Code section 1771.1. (a) A contractor or subcontractor shall not be qualified to bid on; be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the
contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

b. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

c. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

d. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

23. 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:

Zach Birmingham
Senior Environmental Specialist
Energy
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
Tel. 619-686-6404
Email: zbirmingham@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:

Philip Waterman, President
Southern Contracting Company
559 N Twin Oaks Valley Road
San Diego, CA 92069
Tel. (760) 744-0760
Email: pwaterman@southerncontracting.com

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

SAN DIEGO UNIFIED PORT DISTRICT

Ken Wallis
Director, Port as a Service

SOUTHERN CONTRACTING COMPANY

Philip Waterman
President

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

1. General Information
   a. AT&T Mobility II LLC has provided twenty-three (23) CityIQ sensor nodes (sensors) to conduct a three (3) month pilot project in the locations identified in EXHIBIT B - SENSOR NODE LOCATIONS. Southern Contracting Company (Service Provider) has installed 9 to date (2/15/2017) at specified locations as follows: These sensors are co-located with lights between Seaport Village, at 849 W. Harbor Dr., San Diego, CA 92101 along Harbor Drive to the Intersection of Laurel St. and N Harbor Dr., San Diego, CA 92101.

      The sensor nodes will attach to existing streetlight poles using compatible hardware with existing infrastructure. (See EXHIBIT C - SENSOR DESCRIPTION).

2. Scope of Services
   a. Service Provider shall furnish all labor, materials, and equipment as necessary to complete the installation of twenty-three (23) CityIQ sensor nodes on streetlight poles between Harbor Drive between G Street and Ash Street along Harbor Drive within the City of San Diego (See EXHIBIT C).
   b. Duration of installation: Estimated at three (3) days
   c. This next round of installation will complete installation service and require the Service Provider to satisfy the following:

      (1) Provide traffic control for 1 day.
      (2) Provide 60' boom lift to reach center island poles.
      (3) Reconfigure (8) provided nodes with a new, longer tenon.
      (4) Remove existing fixture, install intelligent node, reinstall fixture on (8) poles.
      (5) Install (8) shorting caps to be provided by the District.
      (6) Remove (1) defective node previously installed. Install new replacement.
      (7) Reconfigure (6) provided nodes for pole mount application.
      (8) Mount (1) node each to (6) poles. Connect to power via S/O cord mounted to outside of mast arm.
      (9) Provide material and hardware for pole installation above. Nodes are provided by the District. Installation will be non-invasive to the pole. There will be no holes drilled in the steel pole at all.
d. It is intended that the work be completed in every respect under the Agreement, and such items or details not mentioned or not included in the Fee Schedule that are required by the Agreement shall be furnished, performed, placed, constructed, or installed by the Service Provider.

e. Access to Site:

   (1) General: Service Provider shall have full use of Project site for construction operations during construction period. Service Provider's use of Project site is limited only by District's right to perform work or to retain other contractors on portions of Project.

   (2) Transportation Worker Identification Credential (TWIC) cards are not required for access during this project.

   (3) Service Provider's use of premises will be limited only to those areas necessary for completing the Contract Work. All other areas shall remain undisturbed.

   i. Limits: Confine construction operations to streetlight poles within the designated area between G Street and Laurel Street as described in the EXHIBIT B.
ATTACHMENT B
COMPENSATION & INVOICING
San Diego Unified Port District

1. COMPENSATION

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

      (1) Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted each month for services performed during the preceding month. Invoice(s) shall be Lump Sum or Fixed Fee, or any combination of the two.

         (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.

      (2) Professional services shall be invoiced in accordance with the following Fee Schedule:

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<thead>
<tr>
<th>Labor</th>
<th>Amount (Not to Exceed)</th>
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<tbody>
<tr>
<td>Installation Costs (Not to Exceed)</td>
<td>$ 13,300.00</td>
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</tbody>
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*Parts have been purchased through AT&T Mobility LLC on separate agreement, 232-2017CH

2. INVOICING

   a. Payment Documentation. As a prerequisite to payment for services, Service Provider shall invoice District for services performed and for reimbursable expenses authorized by this Agreement, accompanied by such records, receipts and forms as required.
b. Service Provider shall include the following information on each invoice submitted for payment by District, in addition to the information required in Section 1, above:

1) Agreement No. 50-2018ND
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. 67981, and that payment has not been received."

4) Dates of service provided
5) Date of invoice
6) A unique invoice number

c. District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.

d. Invoices shall be mailed to the attention of: Zach Birmingham, zbirming@portofsandiego.org, Energy, San Diego Unified Port District, P.O. Box 120488, San Diego, CA 92112-0488.

e. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by Service Provider for the Services. Any overpayment discovered in such an audit may be charged against the Service Provider's future invoices and any retention funds.

f. Service Provider shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to Service Provider within thirty (30) days after receipt by District of a proper invoice.
EXHIBIT A
CERTIFICATE OF INSURANCE
San Diego Unified Port District

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

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

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

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

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

Name and Address of Insured (Consultant)

SDUPD Agreement Number: ______________________

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

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<th>TYPE OF INSURANCE</th>
<th>POLICY NO.</th>
<th>DATES</th>
<th>LIMITS</th>
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<td>Expiration Date: General Aggregate: $_________</td>
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<td>Excess/Umbrella Liability</td>
<td>Retro-Active Date</td>
<td>Commencement Date: Each Occurrence: $_________</td>
<td>Expiration Date: General Aggregate: $_________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CO LTR</th>
<th>COMPANIES AFFORDING COVERAGE</th>
<th>A, M. BEST RATING</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td></td>
<td>A-VII or better</td>
</tr>
<tr>
<td>B</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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: ______________________
Fax Number: ______________________
Signature of Authorized Agent(s) or Broker(s) ______________________

Date: ______________________

Agreement No. 50-2018ND; Exhibit A
Service Provider: Southern Contracting Company
Requesting Department: Port as a Service
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: 1-866-665-6916
EXHIBIT B
SENSORY NODE LOCATIONS
San Diego Unified Port District
EXHIBIT C
SENSOR DESCRIPTION
San Diego Unified Port District

INSTANT ABILITY TO SEE, HEAR, FEEL, TALK ON EVERY BLOCK

<table>
<thead>
<tr>
<th>Pedestrian</th>
<th>Traffic</th>
<th>Parking</th>
</tr>
</thead>
<tbody>
<tr>
<td>Count, Direction</td>
<td>Count, Direction, Lane, Speed, Classification</td>
<td>Car-in, Car-out</td>
</tr>
</tbody>
</table>

Sensors
- Camera
  - 1x 1080p / 2x HDR
- 2x microphones
- Environmental
  - Temperature
  - Pressure
  - Humidity
  - Vibration
  - Noise

Hardware
- Computer (Intel Based)
- Solid State Drive (512GB)
- Motors and Heaters
- Key Features
  - 120-277v; 480v
  - -20°C to 50°C
  - Image/video on demand
  - OTA updates
  - Analytics store
  - Computer Vision
  - Remote camera positioning
  - Sensor fusion
  - Concurrent analytics
  - Gun-shot detection

Communications
- Backhaul Ethernet
- Wi-Fi
- External Sensor
  - BLE 4.2

Certifications
- FCC
- UL
- RoHS
- IP65

Universal arm mount
Universal vertical mount
Universal vertical mount
Date: March, 6, 2018
To: Randa Coniglio, President/CEO
Via: Jason H. Giffen, Assistant Vice President, Operations
CC: Thomas Maclean, Principal, Energy, Planning and Green Port; Keith Coffey, Chief Technology Officer; Ken Wallis, Director, Port as a Service; Shaun Sumner; Assistant Vice President, Operations

From: Zach Birmingham, Senior Environmental Specialist, Planning and Green Port

Subject: 3/6/2018 Update to Executive Director Request for Approval per BPC Policy No. 110 Demonstration Project: Intelligent Lighting/Smart Port Technology

Background

This memo makes technical corrections to an 8/7/2017 memo outlining the same project; adjustments have been made to reflect final price and project description. The installation budget increases by $5,000 to account for adaptation requirements to install the hardware. On May 16, 2017 San Diego Unified Port District staff (Staff) provided an informational presentation to the board along with staff from the City of San Diego on Smart City initiatives, and "Intelligent Lighting" in particular. As part of that presentation Staff expressed an intention to build a business case for an intelligent lighting project on Port tidelands similar to a project being implemented by the City of San Diego (outlined below).

To inform that business case, Staff is undergoing a small demonstration project in areas of interest for three months using the same CityIQ sensor nodes that are being used by the City of San Diego. The cost of this project is approximately $95,000 for a purchase order for products and an agreement for services. This initial demonstration focuses on deploying sensor nodes on streetlight poles that will provide data on traffic, parking and roadway activity. It will not involve the retrofit of street lights at this time. The Port owns the equipment upon completion, and prices will increase for sensor nodes and data services in a larger deployment (Attachment A).
If a larger project does not move forward, the Port will still gain insight from this initial three month test project, and will be able to continue leveraging the data provided for a service fee of approximately $23,000 per year for data services at its conclusion. On a larger scale deployment, the goal will be to co-locate the sensor nodes with LED fixture retrofits capturing savings to pay for the equipment; however, that portion of the project is still being researched.

Since 2014, the San Diego Unified Port District (District), has been investigating “smart” technologies, or technologies that leverage large volumes of data to increase the accuracy of their output. This includes the ability for professionals to visualize intricate operations in real time, and the ability for machinery to be adjusted remotely. Smart City San Diego is a broad public-private collaboration focusing on smart technology that includes the City of San Diego, San Diego Gas & Electric, General Electric, the University of California, San Diego, and Clean Tech San Diego. The objective of the collaboration is to improve the region’s energy independence, to empower consumers to use electric vehicles, to reduce greenhouse gas emissions, and to encourage economic growth. One of the Smart City programs is the street light upgrade program outlined below.

In January 2017, the City of San Diego authorized a purchase and service agreement with “Current, Powered by GE” (a GE subsidiary) and a $30,273,755 tax exempt equipment lease through GE Government Finance. The repayment term is 13 years on a fixed interest basis with principal and interest payments to be paid on a semi-annual basis. This project will retrofit approximately 14,000 City of San Diego owned outdoor lighting fixtures to intelligent adaptive control light emitting diode (LED) systems. In addition, the City will be adding 3,200 sensors with cameras attached to the streetlight poles. Benefits of this technology include better control options, longer lifespan of lamps and equipment, improved light and visual qualities, as well as a potential for improved remote asset management related to maintenance activities. The lighting retrofits will bring an estimated $2.4M annual savings to the City of San Diego associated with an estimated 11,600 MWH annual energy savings. These retrofits directly support the implementation of the City of San Diego’s Climate Action Plan (CAP).

As part of a “first of its kind” collaboration and deployment, the Port is working with the City of San Diego to implement the same technology on tidelands creating a future capability for seamless data sharing. The project area is roughly defined from Seaport Village, at 849 W. Harbor Dr., San Diego, CA 92101 along Harbor Drive to the Windom hotel at 1355 N Harbor Dr., San Diego, CA 92101. Twenty three sensors will be deployed and supply coverage to their maximum range.
Subject: Executive Director Request for Approval per BPC Policy No. 110
Demonstration Project: Intelligent Lighting/Smart Port Technology
Subject: Executive Director Request for Approval per BPC Policy No. 110
Demonstration Project: Intelligent Lighting/Smart Port Technology

Pilot Project Detail

Project Benefits

<table>
<thead>
<tr>
<th>Commerce</th>
<th>Optimize turn times for parking meters, ultimately increasing revenue.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community</td>
<td>The data collected by the sensors can be used to provide better public interaction and transparency.</td>
</tr>
<tr>
<td>Environment</td>
<td>Mobility data can be visualized in real time by the Port's operating teams to better inform projects, ultimately reducing Greenhouse Gases.</td>
</tr>
</tbody>
</table>

Project Costs

Pilot Project

<table>
<thead>
<tr>
<th>Product</th>
<th>Qty</th>
<th>Price per Node</th>
<th>Pilot Total</th>
<th>Annual Recurring</th>
</tr>
</thead>
<tbody>
<tr>
<td>City IQ sensor nodes</td>
<td>23</td>
<td>$3,413.04</td>
<td>$78,500</td>
<td></td>
</tr>
<tr>
<td>Installation</td>
<td>23</td>
<td>500</td>
<td>$16,500</td>
<td></td>
</tr>
<tr>
<td>*Data Services</td>
<td>23</td>
<td>0</td>
<td>$0</td>
<td>$23,000</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$95,000</td>
<td>$23,000</td>
</tr>
</tbody>
</table>

*Includes Commissioning and Data Transfer Services for 3 months, continuing on, data service rates would apply estimated at $23,000 annually for the 23 nodes.
Subject: Executive Director Request for Approval per BPC Policy No. 110
Demonstration Project: Intelligent Lighting/Smart Port Technology

Estimates for larger deployment

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty.</th>
<th>Price</th>
<th>Subtotal (Year1)</th>
<th>Annual Recurring</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hardware – Intelligent Nodes</td>
<td>200</td>
<td>$3,325</td>
<td>$665,000</td>
<td></td>
</tr>
<tr>
<td>API Services*</td>
<td>200</td>
<td>$667</td>
<td>$133,400</td>
<td>$133,400</td>
</tr>
<tr>
<td>Data Transport Usage*</td>
<td>200</td>
<td>$368</td>
<td>$73,600</td>
<td>$73,600</td>
</tr>
<tr>
<td>Commissioning**</td>
<td>200</td>
<td>$700</td>
<td>$140,000</td>
<td></td>
</tr>
</tbody>
</table>

Analysis

This project would allow the Port to begin a small scale deployment of sensor nodes on Port property which will provide data allowing for more refined operational decision making; ultimately assisting with the completion of climate action plan goals reducing costs, increasing revenue, and increasing public safety. Staff will be able to test applications and receive access to data, which will allow the Port to further engage and employ its project teams at the Port to develop projects to a greater level of sophistication.

Costs will increase if the project comes to full scale, and a more rigorous process would have to be employed for addressing public works requirements. Staff recommends proceeding with the Pilot, as described in Attachment A, with the “end in mind” of developing a plan for future use and scale of real time data infrastructure.
Subject: Executive Director Request for Approval per BPC Policy No. 110
Demonstration Project: Intelligent Lighting/Smart Port Technology

Approval of this memo will authorize the purchase of the 23 nodes for a total of $78,500 and a service agreement for $16,500 for their installation without competition per Board of Port Commissioners Policy No. 110, Section III, and E.

If you have any questions, please contact Zach Birmingham, Senior Environmental Specialist at 619-686-6404 or via email at zbirming@portofsandiego.org.

Attachment(s):
Attachment A: Digital Infrastructure Introductory Program
Attachment B: 8/7/17 Internal Memo

Approved and Authorized

[Signature]

Randa J. Coniglio
President/CEO
San Diego Unified Port District
Digital Infrastructure Introductory Program

*Drive citizen value and generate PR to showcase your city as a premier Smart City*

Program Components

- Digital Infrastructure Nodes: 23
- Program Length: 3 months
- Special introductory pricing good for 30 days
- E2E program management, support and training
- 3 seed applications
- Simple contracting vehicle

At the end of the program the Port of San Diego owns the hardware but data services will expire:

- We can extend the services for the introductory nodes under a new contract with no additional charge for the initial hardware
- We can create a larger custom priced program for you

Exclusive opportunity to Port of San Diego as a first mover advantage to experience AT&T Smart Cities Digital Infrastructure powered by Current by GE
Software Provided:
- AT&T Control Center will be provided to the City to manage cellular SIMs
- Node Manager will be provided to the City to monitor and manage Digital Infrastructure nodes
- Control Console will be provided to manage node data access and utilization
- Seed Applications: CitySight, Traffic Study and ParkingView

Requirements:
- City will be responsible for installation
- Streetlight poles must have power available 24/7
- City would be responsible for any effort to integrate APIs with 3rd party applications
Objectives and Measures of Success

Program Objectives

- Monitor data consumption, to build a model to predict future data usage
- Define integration requirements for any existing City applications
- Identify/validate value proposition and use cases specific to the City

Measures of Success

- Demonstrate the ease of installation to provide ubiquitous camera coverage. Less than 30 minutes per node by trained, experienced installation crew
- Demonstrate video download from any node (1080p @ 15 fps, 2 Mb/s) using starter app CitySight
- Demonstrate the ability to locate open parking spots using the ParkingView starter app
- Demonstrate the ability to capture traffic data using starter app Traffic Study
# 3 Month Special Introductory Program Offering

Prepared for: Port of San Diego  
AT&T Smart Cities Digital Infrastructure Introductory program includes:

<table>
<thead>
<tr>
<th></th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Digital Infrastructure Nodes</td>
<td>23</td>
</tr>
<tr>
<td>Commissioning</td>
<td>23</td>
</tr>
<tr>
<td>API Subscription Plan</td>
<td>23 Nodes for 3 Months</td>
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<tr>
<td>Data Transport Plan</td>
<td>23 Nodes for 3 Months</td>
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<tr>
<td>Total AT&amp;T Contract Price</td>
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<tr>
<td>Estimated cost of installation (23 x $500)</td>
<td>$11,500</td>
</tr>
<tr>
<td>Total program cost</td>
<td>$90,000</td>
</tr>
</tbody>
</table>

- 3rd party applications are not included.
- Installation needs to be completed within 1 month of node delivery to the city.
- Pricing is only applicable to this introductory program.
Sample Timeline & Next Steps:

August
- Execute agreement
- Determine location of deployment
- Develop project plan for deployment including installation details

September
- Deliver Digital Infrastructure nodes
- City installs nodes

September – December
- Data gathering and usage
- Scope Phase 2 of project

December
- Introductory Program Review
- Contract for Phase 2 of project
Date: August 7, 2017

To: Randa Coniglio, President/CEO

Via: Jason H. Giffen,
Assistant Vice President, Operations

CC: T. Scott Edwards, Vice President Operations;
Keith Coffey, Chief Technology Officer;
Ken Wallis, Director, Port as a Service;
Shaun Sumner; Assistant Vice President, Operations

From: Zach Birmingham,
Senior Environmental Specialist,
Planning and Green Port

Subject: Executive Director Request for Approval per BPC Policy No. 110
Demonstration Project: Intelligent Lighting/Smart Port Technology

Background

On May 16, 2017 San Diego Unified Port District staff (Staff) provided an informational presentation to the board along with staff from the City of San Diego on Smart City initiatives, and "Intelligent Lighting" in particular. As part of that presentation Staff expressed an intention to build a business case for an intelligent lighting project on Port tidelands similar to a project being implemented by the City of San Diego (outlined below).

To inform that business case, Staff is recommending that a small demonstration project be executed in areas of interest for three months using the same sensor nodes that are being used by the City of San Diego. The cost of this project would be approximately $90,000 for products and services. This initial demonstration would focus on deploying sensor nodes on streetlight poles that will provide data on traffic, pedestrian activity, vibration and air quality. It will not involve the retrofit of street lights at this time. The Port would own the equipment upon completion, and prices would increase for sensor nodes and data services in a larger deployment (Attachment A).

If a larger project does not move forward, the Port will still gain insight from this initial three month test project, and will be able to continue leveraging the data provided for a service fee of approximately $23,000 per year for data services at its conclusion. On a larger scale deployment, the goal would be to co-locate the sensor nodes with LED
fixture retrofits capturing savings to pay for the equipment; however, that portion of the project is still being researched.

Since 2014, the San Diego Unified Port District (District), has been investigating "smart" technologies, or technologies that leverage large volumes of data to increase the accuracy of their output. This includes the ability for professionals to visualize intricate operations in real time, and the ability for machinery to be adjusted remotely. Smart City San Diego is a broad public-private collaboration focusing on smart technology that includes the City of San Diego, San Diego Gas & Electric, General Electric, the University of California, San Diego, and Clean Tech San Diego. The objective of the collaboration is to improve the region's energy independence, to empower consumers to use electric vehicles, to reduce greenhouse gas emissions, and to encourage economic growth. One of the Smart City programs is the street light upgrade program outlined below.

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As part of a "first of its kind" collaboration and deployment, the Port would work with the City of San Diego to implement the same technology on tidelands creating a future capability for seamless data sharing. The project area is roughly defined from Seaport Village, at 200 849 W. Harbor Dr, San Diego, CA 92101 along Harbor Drive to the Wyndom hotel at 1355 N Harbor Dr., San Diego, CA 92101. Twenty three sensors will be deployed and supply coverage to their maximum range.
Subject: Executive Director Request for Approval per BPC Policy No. 110
Demonstration Project: Intelligent Lighting/Smart Port Technology

Coverage Area
Subject: Executive Director Request for Approval per BPC Policy No. 110
Demonstration Project: Intelligent Lighting/Smart Port Technology

Pilot Project Detail

Project Benefits

| People | Citizen Engagement: The data collected by the sensors can be used to create smart phone and computer applications to provide better public interaction and transparency. |
| Planet | Traffic, Pedestrian and Air Quality data can be visualized in real time by the Port’s operating teams to better inform mobility projects, ultimately reducing Greenhouse Gases. |
| Prosperity | Traffic and pedestrian counts can also be leveraged to provide a business case for advertising and development projects, and optimize turn times for parking meters, ultimately increasing revenue. |

Project Costs

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*Includes Commissioning and Data Transfer Services for 3 months, continuing on, data service rates would apply estimated at $23,000 annually for the 23 nodes.
*Cost will be covered by “Port as a Service” cost center #139
Executive Director Request for Approval per BPC Policy No. 110
Demonstration Project: Intelligent Lighting/Smart Port Technology

Estimates for larger deployment

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Analysis

This project would allow the Port to begin a small scale deployment of sensor nodes on Port property which will provide data allowing for more refined operational decision making; ultimately reducing costs, increasing revenue, increasing public safety, and assisting with the completion of climate action plan goals. Staff will be able to test applications and receive access to metadata, which will allow the Port to further engage and employ its newly created Innovation, Strategy and Design, and Port as a Service teams to assist established project teams at the Port to develop projects to a greater level of sophistication.

Costs will increase as the project comes to full scale, and a more rigorous process would have to be employed for addressing public works requirements. Staff recommends proceeding with the Pilot, as described in Attachment A, with the “end in mind” of developing a plan for future use and scale of real time data infrastructure.

Approval of this memo will authorize the purchase of the 23 nodes for a total of $78,500 and a service agreement for $11,500 for their installation without competition per Board of Port Commissioners Policy No. 110, Section III, E.
Subject: Executive Director Request for Approval per BPC Policy No. 110
Demonstration Project: Intelligent Lighting/Smart Port Technology

If you have any questions, please contact Zach Birmingham, Senior Environmental Specialist at 619-686-6404 or via email at zbirming@portofsandiego.org.

Attachment(s):
Attachment A: Digital Infrastructure Introductory Program

Approved and Authorized

[Signature]

Randa J. Coniglio 8/15/17
President/CEO
San Diego Unified Port District