

**AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
WATTS MARINE, LLC
for
CRUISE SHIP SHORE POWER SYSTEM CONNECTION, COMMISSIONING,
MAINTENANCE AND AS-NEEDED SUPPORT
AGREEMENT NO. 53-2025SN**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and WATTS MARINE, LLC, a Washington Limited Liability Company (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 July 1, 2025 and shall terminate on June 30, 2028, 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 \$3,048,460. 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.
- d. **Additional Services; Task Authorizations.**
 - (1) Additional services may be required for the completion of the services specified in this Agreement. For performance of Additional Services, District shall compensate Service Provider using the terms and conditions in Attachment B, Compensation and Invoicing. With Additional Services the maximum amount of this agreement shall not exceed \$3,048,460. If Additional Services are required, they shall be undertaken by Service Provider only upon issuance of a Task Authorization (TA), Exhibit A, attached hereto and incorporated herein, for said services.
 - (2) An estimate of the level of effort shall be submitted to the District and negotiated for each Task Authorization. Pricing of each Task Authorization shall be governed by the cost and pricing information

attached hereto and made a part of this Agreement as Attachment B, Compensation and Invoicing.

- (3) A Task Authorization shall not be considered effective until the Task Authorization form has been signed by District.
- (4) Service Provider shall bill for Additional Services in accordance with the terms of payment, including the documentation required in this Agreement. In addition, invoices for Additional Services shall cite the appropriate Task Authorization (TA) number.

4. **RECORDS.**

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

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

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

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

CSI Electrical Contractors	Connection/Re-Commissioning Support
Konecranes	Crane Inspection & Maintenance
PowerStudies	Specialty Engineering Services
Wheco/CraneTech	Mobile CPD Inspection & Maintenance

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

6. **COMPLIANCE.**

- 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 \$10,000 unless District has approved of a higher deductible or self-insured retention in writing.
 - (b) The Commercial General Liability policy shall be endorsed to include the District; its agents, officers and employees as additional insureds in the form as required by the District. An exemplar endorsement is attached (Exhibit B, Certificate of Insurance, attached hereto and incorporated herein).

- (c) The coverage provided to the District, as an additional insured, shall be primary and any insurance or self-insurance maintained by the District shall be excess of the Service Provider's insurance and shall not contribute to it.
 - (d) The Commercial General Liability policy shall be endorsed to include a waiver of transfer of rights of recovery against the District ("Waiver of Subrogation").
- (2) Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles) written at least as broad as Insurance Services Office Form Number CA 0001 with limits of no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- (3) Worker's Compensation Insurance.
 - (a) 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.
 - (b) Where the work is on or near navigable water, proof of Longshore & Harbor Workers' Compensation Act (LHWCA formerly USL&H) and Jones Act coverages will apply for any employees covered by the Act(s). Contractor can either provide proof of coverage or evidence from the Division of

Longshore and Harbor Workers' Compensation Office that this project falls outside of the LHWCA site/status test.

- (4) Professional Liability insurance in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.
 - (a) At the end of the agreement period, Consultant shall maintain, at its own expense, continued Professional Liability insurance of not less than five (5) years, in an amount no less than the amount required pursuant to this Agreement.
 - (b) Alternately, if the existing Professional Liability is terminated during the above referenced five-year period, Consultant shall maintain at its own expense, "tail" coverage in the same minimum amount as set forth in this paragraph.
 - (c) All coverages under this section shall be effective as of the effective date of this Agreement or provide for a retroactive date of placement that coincides with the effective date of this Agreement.
 - (5) Umbrella or Excess Liability insurance with limits no less than one million dollars (\$1,000,000) per occurrence and aggregate. This policy must provide excess insurance over the same terms and conditions required above for the General Liability, Automobile Liability and Employer's Liability policies.
- b. Service Provider shall furnish District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of Insurance in a form acceptable to the District, an exemplar Certificate of Insurance is attached as Exhibit B and made a part hereof, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the District. Except in the event of cancellation for non-payment of

premium, in which case notice shall be 10 days, all such policies must be endorsed so that the insurer(s) must notify the District in writing at least 30 days in advance of policy cancellation. Service Provider shall also provide notice to District prior to cancellation of, or any change in, the stated coverages of insurance.

- c. The Certificate of Insurance must delineate the name of the insurance company affording coverage and the policy number(s) specifically referenced to each type of insurance, either on the face of the certificate or on an attachment thereto. If an addendum setting forth multiple insurance companies or underwriters is attached to the certificate of insurance, the addendum shall indicate the insurance carrier or underwriter who is the lead carrier and the applicable policy number for the CGL coverage.
 - d. Furnishing insurance specified herein by the District will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on Service Provider or Service Provider's sub-contractors or any tier of Service Provider's sub-contractors. District shall reserve the right to obtain complete copies of any of the insurance policies required herein.
11. **ACCURACY OF SERVICES.** Service Provider shall be responsible for the technical accuracy of its services and documents resulting therefrom and District shall not be responsible for discovering deficiencies therein. Service Provider shall correct such deficiencies without additional compensation. Furthermore, Service Provider expressly agrees to reimburse District for any costs incurred as a result of such deficiencies. Service Provider shall make decisions and carry out its responsibilities hereunder in a timely manner and shall bear all costs incident thereto so as not to delay the District, the project, or any other person related to the project, including the Service Provider or its agents, employees, or 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. **EQUAL OPPORTUNITY EMPLOYMENT.** Service Provider 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.

Service Provider 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 Service Provider fails to provide such written statement as required, the District may terminate this Agreement, effective immediately, by providing written notice of such termination. Service Provider 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 Service Provider'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. Service Provider's report shall not identify individual subconsultants and employees by name. If Service Provider 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 Service Provider.

- a. Submit all correspondence regarding this Agreement to:

Adam Deaton, Maritime Operations Manager
Maritime
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
Tel. 619-686-7260
Email: adeaton@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:

Brenda Watts, Principal
Watts Marine, LLC
26119 Calvary Lane NE, Suite 500
Kingston, WA 98346
(206) 595-2074
bwatts@watts-marine.com

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- 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

WATTS MARINE, LLC

Joel Valenzuela
VP Operations

Brenda Watts

Brenda Watts
Principal

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. **SCOPE OF SERVICES** Service Provider will provide shore power system testing and commissioning, seasonal ship call support and seasonal management and support services.
 - a. **Testing and Commissioning** – includes the following:
 - (1) SCHEDULE AND COORDINATION
 - a) Receive ship call schedules from the District by November for the following year. The District is responsible for ensuring Service Provider has updated Shore power schedule 45 days prior to ship arrivals.
 - b) Review and identify shore power equipped ships. Coordinate with Cruise Line brands for shore power connections. Ongoing throughout the season.
 - c) Coordinate scheduling questions / and resolve conflicts with District officials and cruise lines, ongoing throughout the season.
 - d) Confirm berthing arrangements for shore power connections with the District or its designated wharfinger company/agent.
 - e) Enter approved schedules into the Service Provider Database for tracking and management.
 - f) Coordinate scheduled calls with shore side support team to support connections and disconnections.
 - g) Confirm ship call schedules and expected ship loads with local utility.
 - h) System and database updates for newly added ships to provide shore power services to new ships.
 - i) Prepare pricing and proposal documents.
 - j) Coordinate and schedule all sub-contractors for re-commissioning of system, operation and testing of shore power equipment
 - k) Review safety plans and testing/re-commissioning procedures with testing and support teams.
 - l) Prepare Monthly and Annual reports for the District and Cruise Lines. Ongoing throughout the season.
 - (2) RECOMMISSIONING AND TESTING
 - a) General equipment inspection of all related shore power systems to ensure the system is functioning correctly.
 - b) and safe to operate Service Provider On Site.
 - c) Safe off all equipment for personnel access.
 - d) Cleaning and inspection for all Switchgear and site equipment
 - e) Third-party testing for the following:
 - i. Medium Voltage cables
 - ii. Circuit breakers

- iii. Control power batteries
 - iv. Capacitor banks
 - v. Transformer and Load Tap Changer (LTC)
 - vi. Transformer oil sample collection
 - vii. Service Provider test mobile used for control testing, breaker testing and final testing and systems confirmation
- f) Relay protection review, updates and new entries as required by specialty engineer - Specialty Support.
- g) Technical support to review settings and confirm system updates as required.
- h) Fixed Cable Positioning Device (CPD) inspection, cleaning, lubricating and functional check out.
- i) Provide complete recommissioning report with deficiencies identified for any required repairs.
- j) Update Custom site and equipment maintenance program for trending/ repair tracking.
- k) Automation system check performed, verify remote monitoring.
- l) Coordinate energizing of service with utility.
- m) Minor repairs and adjustments as needed.
- n) Verify operation in accordance with International Electrotechnical Commission (IEC).
- (3) MOBILE CPD SERVICING AND TESTING
 - a) General equipment inspection and cleaning.
 - b) Perform annual inspections by certified agency.
 - c) Remote inspection by the manufacturer for the battery system.
 - d) Remote technical support if required.
- b. **Seasonal Ship Call/Management Support and Services** – includes the following:
 - (1) Onsite Ship Call Support
 - a) Ship connection support with local site operators.
 - b) Coordination & communication with ship staff.
 - (2) Management Support and Services
 - a) Ship support by one Service Provider representative.
 - b) Service Provider remote monitoring and support.
 - c) Routine Service Provider site visits (accommodations included).
 - d) Automation support and reporting.
 - e) Connection event support.
 - (3) Relay Coordination
 - a) Per IEC Standards - one time ship coordination to the site.
- c. **Additional Related Services:** If additional related services are required, they must be approved in advance by the District via the issuance of a written & signed Task Authorization (TA) before services are performed and fees and costs are incurred.

**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, 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) Services shall be invoiced in accordance with the following Fee/Rate Schedules for Items 1.a. and 1.b. of Attachment A, Scope of Services:

July 2025 – June 2026

Description	Amount
Testing and Commissioning	\$ 87,477.46 (lump sum)

Seasonal Ship Call Connections and Management Support and Services	\$4,367 per single ship call between 6:00 AM and 4:00 PM
--	--

- a. Cost per ship call is \$4,367, based upon the estimated 101 calls for the 2025-2026 season
- b. For situations where calls go beyond 4:00 PM, \$354.54 will be charged for each additional hour
- c. For situations when two ships are connected within the same day, an additional \$947.81 will be charged
- d. In the event a connection is cancelled with less than 30-days' notice prior to the scheduled call date, connection cost will be charged at an adjusted rate of \$994.

July 2026 – June 2027

Description	Amount
Testing and Commissioning	\$ 93,894.74 (lump sum)
Seasonal Ship Call Connections and Management Support and Services	\$4,629 per single ship call between 6:00 AM and 4:00 PM

- a. Cost per ship call is \$4,629, based upon the estimated 101 calls for the 2025-2026 season
- b. For situations where calls go beyond 4:00 PM, \$364.24 will be charged for each additional hour
- c. For situations when two ships are connected within the same day, an additional \$982.00 will be charged
- d. In the event a connection is cancelled with less than 120-days' notice prior to the scheduled call date, connection cost will be charged at an adjusted rate of \$1031.

July 2027 – June 2028

Description	Amount
Testing and Commissioning	\$ 98,940.61 (lump sum)
Seasonal Ship Call Connections and Management Support and Services	\$4,907 per single ship call between 6:00 AM and 4:00 PM

- a. Cost per ship call is \$4,907, based upon the estimated 101 calls for the 2025-2026 season
- b. For situations where calls go beyond 4:00 PM, \$374.23 will be charged for each additional hour
- c. For situations when two ships are connected within the same day, an additional \$1011.50 will be charged.

- d. In the event a connection is cancelled with less than 120-days' notice prior to the scheduled call date, connection cost will be charged at an adjusted rate of \$1063.

(3) **Additional Related Services,**

- (a) Referenced in item 1.c. of Attachment A, Scope of Services, additional related services shall be negotiated and authorized solely through District issued Task Authorizations (TA) based upon the following fully burdened hourly billing rates in item (d) TABLE 1 below.
- (b) The following fully burdened hourly billing rates will be the basis for negotiating additional work authorized via Task Authorizations. Table 1 below applies to June 2025 through July 2026 and for annual terms (June through July) thereafter, rates may increase by no greater than 4% per year.
- (c) The maximum expenditure for additional related services shall not exceed \$277,137.

(d) TABLE 1- ADDITIONAL RELATED SERVICES FULLY BURDENED HOURLY BILLING RATES	
Labor Classification	Fully Burdened Hourly Billing Rate
Professional Engineer	\$ 341.00
Division Manager	\$ 289.00
Technical Project Manager	\$ 263.00
Administrative Personnel	\$ 98.00
Automation/Network Engineer	\$ 184.00
Drafting	\$ 127.00
Electrician Straight time (USLH)	\$ 227.85
Electrician Over time (USLH)	\$ 296.23
Electrician Double time (USLH)	\$ 372.27
Professional Engineer	\$ 341.00
Division Manager	\$ 289.00

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

- b. **Reimbursable Expenses** are applicable to Additional Related Services only and must be approved in advance by the District via the issuance of a written & signed TA.

Material	Cost plus 15% mark-up
Direct Costs	Cost plus 5% mark-up
Travel	Cost plus 5% mark-up

- (1) **Travel Expenses** shall be reimbursed as follows:

- (a) Airfare, lodging, rental car expenses, parking and taxi expenses shall be reimbursed at cost plus 5% mark-up. Original receipts for airfare, lodging, rental car expenses, parking, and taxi expenses must be provided for reimbursement.
- (b) The District shall reimburse Service Provider for: coach class airfare or equivalent airfare and for full-size classified cars, mileage/parking or taxi to and from airport at departure and arrival, parking of rental vehicle at hotels during stay and parking at work site if not provided by District. Travel Expense Reimbursement shall require advance written approval by the District.

- (2) **Note:** Reimbursement for other costs in excess of \$50.00 shall require the advance written approval by District in advance via the issuance of a written and signed Task Authorization (TA). Appropriate documentation for reimbursement is required..

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. **53-2025SN**
- 2) If applicable, the Task Authorization(s) (TA) number being charged.
- 3) The following certification phrase, with printed name, title and signature of Service Provider's project manager or designated representative:

"I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. _____, and that payment has not been received."

- 4) Dates of service provided
 - 5) Date of invoice
 - 6) A unique invoice number
- c. District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.
- d. Invoices shall be emailed to the attention of:
maritime.invoices@portofsandiego.org.
- e. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by Service Provider for the Services. Any overpayment discovered in such an audit may be charged against the Service Provider's future invoices and any retention funds.
- f. Service Provider shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to Service Provider within thirty (30) days after receipt by District of a proper invoice.

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. 53-2025SN-20
 (Agreement Title)

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

TASK DESCRIPTION

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

8. **Scope of Services.**

9. Contractor Staffing (If applicable)

Name	Classification	Hours
	Staff as needed per Agreement rates	

10. List of Sub-Contractors (If applicable)

N/A

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

APPROVALS**Service Provider:**

Signature: _____

Name: _____

Title: _____

Firm: _____

Date: _____

Project Manager:

Signature: _____

Name: _____

Title: Project Manager

Date: _____

Manager:

Signature: _____

Name: _____

Title: Manager

Date: _____

Director:

Signature: _____

Name: _____

Title: Director

Date: _____

EXHIBIT B

CERTIFICATE OF INSURANCE

San Diego Unified Port District

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

- (1) The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.
- (2) As required in the Insured's agreement(s) with the District, the policies include, or have been endorsed to include, the coverages or conditions of coverage **noted on page 2 of this certificate**.
- (3) Signed copies of **all** endorsements issued to effect require coverages or conditions of coverage are attached to this certificate.

Return this form to:

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

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

SAN DIEGO UNIFIED PORT DISTRICT**REQUIRED INSURANCE ENDORSEMENT**

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

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

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

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

(NAME OF INSURANCE COMPANY)

(SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION:

San Diego Unified Port District
c/o Ebix BPO
P.O. Box 100085 – 185
Duluth, GA 30096 – OR –
Email to: portofsandiego@ebix.com

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 Service Provider 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:

☐ Small Business Enterprise (SBE) certified by:

☐ Veteran owned business (VBE) certified by:

☐ Woman owned business (WBE) certified by:

☐ LGBTQIA+ owned business certified by:

☐ Minority owned business (MBE) certified by:

☐ HUBZone

☐ Disabled Veteran owned business (DVBE), certified by:

☐ 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:



Single/Sole Source Justification Form

The Single/Sole Source Justification Form must be completed for goods and services SAP requisitions with a value greater than \$40,000 for goods and greater than \$125,000 for services where competition is restricted or limited. All sections must be completed in their entirety and must provide a complete explanation of why the good(s) or service(s) cannot be competed.

SINGLE/SOLE SOURCE JUSTIFICATION FORM INSTRUCTIONS

1. Requestor shall complete the appropriate section(s) in full.
IMPORTANT Send completed form to the Procurement Department ProcurementRequest@portofsandiego.org prior to routing for signature. Procurement may require additional information and/or may determine that competition is required.
2. After initial review/approvals have been received from Procurement, Requestor shall complete section IV.
3. Requestor shall create a Requisition in SAP and attach the fully executed Single/Sole Source Justification Form and the Written Memo Form approved by CEO. Also include all supporting documentation.

Brief Description of Good(s) or Service(s):

Watts Marine will provide cruise ship terminal shore power support services. This includes, annual system commissioning, as needed maintenance, as needed ship commissioning, and ship-to-shore cruise vessel connections at B Street and Broadway Piers.

Selected Vendor Name: Watts Marine

(SECTION I) JUSTIFICATION (Complete Only Part A or Part B)

☐ Part A – Award to Single Source

A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.

☒ Part B – Award to Sole Source

A non-competitive method of procurement used when only one supplier possesses the unique ability or capability to meet the particular requirements of the entity or because only one supplier is practicably available.

Part A – Award to Single Source (Check One):

☐ Repair/Maintenance services or parts unavailable from any other source except original equipment manufacturer or their designated servicing dealer.

☐ Compatibility of equipment or supplies required. List equipment with which purchase will be used:

☒ Upgrade to proprietary software or hardware. Available only from the producer of the software or hardware who sells on a direct basis only. Provide documentation showing that this is the only supplier that sells the software or can perform the upgrade.

System program is proprietary. The District signed an end users agreement when the system was installed limiting it to just Watts Marine (formerly Cochran Marine as signatory). Executed end user agreement is attached.

☐ Public Exigency: Life, safety or health of the public must be sustained through the immediate delivery of products or performance of services. Procurement is limited to the duration to address/remedy the exigency. A critical agency mandate, statutory or operational requirement must be fulfilled immediately. Please explain the emergency circumstances.

☐ Standardization of a component based on compatibility or maintenance reliability. Please explain.

☐ Failed bid: Competitive bids were solicited and, no bids were received, or only a single bid is received and is rejected. Procurement Services to determine if rebid is necessary.

Part B – Award to Sole Source:

☒ Goods or services can be obtained from only one (1) vendor. Describe the unique characteristics of the product or services or specific challenges preventing competition.

Watts Marine is the only vendor that can service our shore power equipment without a major reprogramming and redesign of the system hardware and its software. In addition, other qualified vendors are in Europe and their systems require additional electrical components that our terminals do not have space for (larger system than necessary).

(SECTION II) REASONABLE PRICE DETERMINATION**Accepted price is fair and reasonable:**

- ☐ The price was obtained from a catalog, standard price list or is standard pricing that this supplier charges for like items and/or services sold to the general public. (Provide copy of vendor's price list) D2# or SharePoint link
- ☐ The quoted prices are lower than prices available to the general public and reflect substantial savings. (Provide copy of quote showing list price and discounted price). D2# or SharePoint link
- ☐ Other. (Explain)

(SECTION III) ALTERNATIVE BRAND(S) / VENDOR(S)

List alternative brand(s) or vendor(s) contacted, considered, and/or researched that weren't suitable and briefly explain why.

Powercon installed the Miami shore power system, however to use their services the District's shore power system would need to be retrofitted to include frequency converters, seen in European shore power systems, unnecessarily enlarging the system in an already constrained area.

(SECTION IV) AUTHORIZATION / APPROVALS**REQUESTING DEPARTMENT**

I have investigated and found that the above reasons and explanations justify waiver of competitive bidding and the reasonableness of the price. I certify that statements and information provided herein are complete and correct to the best of my knowledge.

Adam Deaton

Adam Deaton

5/13/2025

Requestor's Name, Dept.

Requestor's Signature

Date

Joel Valenzuela

Joel Valenzuela

5/13/2025

Appointing Authority's Name

Appointing Authority's Signature

Date

PROCUREMENT SERVICES RECOMMENDATION

Due to needing to upgrade and expand our existing systems to allow for competition for the services Watts Marine will provide, it is recommended CEO Approve this Sole Source Justification.

PROCUREMENT APPROVAL

Matt Earle

5/13/2025

Matt Earle, Procurement Director/CPO
Procurement Services

Date

CEO APPROVAL

[Signature]

5/14/2025

President/CEO

Date