

# City of San Diego

**CONTRACTOR'S NAME:** Argo Performance, Ltd.

**ADDRESS:** 307 Laurel Street, San Diego, CA 92101

**TELEPHONE NO.:** (760) 607-3500

**CITY CONTACT:** Juan E. Espindola, Senior Contract Specialist, Email: [JEEspindola@sandiego.gov](mailto:JEEspindola@sandiego.gov)

Phone No. (619) 533-4491

an

## CONTRACT



## SDPD Controller Upgrades

CONTRACT NO.: M-24-0070

### **THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:**

- PREVAILING WAGE RATES

**TABLE OF CONTENTS**

**SECTION.....PAGE**

- 1. GENERAL CONDITIONS ..... 3
- 2. LABOR AND MATERIALMEN’S BOND..... 8
- 3. ATTACHMENTS ..... 10
  - A. SCOPE OF WORK ..... 11
  - B. Argo Performance, Ltd. Proposal for Services ..... 13
  - C. INTENTIONALLY LEFT BLANK.....29
  - D. PREVAILING WAGES .....30
  - E. SUPPLEMENTARY SPECIAL PROVISIONS .....35
  - F. IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE .....41
  - G. CONTRACT AGREEMENT .....45
- 4. CERTIFICATIONS AND FORMS .....48

## GENERAL CONDITIONS

1. **SUMMARY OF WORK:** Minor Construction services for Controller Upgrades at SDPD NE, Western, Central, and HQ Divisions. For additional information refer to Attachment A.
2. **CONSTRUCTION COST:** This contract is for a Lump Sum as set forth herein. The contract price for this project is **\$140,636.00**.
3. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
4. **LICENSE REQUIREMENT:** The City has determined that the following licensing classification(s) are required for this contract: **C-7 and C-20**.
5. **PREQUALIFICATION OF CONTRACTORS:** Contractors providing construction services to the City must be pre-qualified for the total amount proposed, including all alternate items.
6. **AWARD PROCESS:**
  - 6.1. Each signed quote shall constitute a firm offer which may be accepted by the City.
  - 6.2. The City may award the contract to the contractor with the written price quotation offering the best value to the City, considering factors such as price, unit cost, life cycle cost, economic cost analysis, operating efficiency, warranty and quality, compatibility with existing equipment, maintenance costs, experience and qualification of the contractor, when the contractor can start and complete the project, and any additional factors deemed relevant.
  - 6.3. The award of this contract is contingent upon the Contractor's compliance with all conditions of this contract, including submission and acceptance of bonds and compliant insurance.
  - 6.4. This contract will be deemed executed and effective only upon the signing of the contract by the Mayor or his designee and approval as to form by the City Attorney's Office.
7. **ELECTRONIC QUOTE SUBMISSIONS CARRY FULL FORCE AND EFFECT**
  - 7.1. The Contractor, by submitting its quote, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted pursuant to this contract are true and correct.
  - 7.2. The Contractor agrees to the construction of the project for the City of San Diego as described in Attachment "A-Scope of Work" in accordance with the requirements set forth herein at the submitted prices. The Contractor guarantees their quoted price until the City has received all items from the Contractor necessary to fulfill all conditions precedent.

**8. QUOTES ARE PUBLIC RECORDS:** Upon receipt by the City, Quotes shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the quote. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

**9. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:** Prior to the Award of this Contract, you and your Subcontractors and Suppliers must register with the City’s web-based vendor registration and quote management system. For additional information go to:

<http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml>

**10. PREVAILING WAGE RATES WILL APPLY:** Refer to Attachment D.

**11. INSURANCE REQUIREMENTS:**

**11.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City’s Notice of Intent to Award (NOI) letter.

**11.2.** Refer to sections 5-4, “INSURANCE”, and 5-4.11, “WORKERS’ COMPENSATION INSURANCE AND EMPLOYERS LIABILITY INSURANCE” of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

**12. REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”) <a href="http://www.greenbookspecs.org/">http://www.greenbookspecs.org/</a>	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)* <a href="https://www.sandiego.gov/publicworks/edocref/greenbook">https://www.sandiego.gov/publicworks/edocref/greenbook</a>	2021	ECPI010122-02
City of San Diego Standard Drawings* <a href="https://www.sandiego.gov/publicworks/edocref/standarddraw">https://www.sandiego.gov/publicworks/edocref/standarddraw</a>	2021	ECPI010122-03

Title	Edition	Document Number
Citywide Computer Aided Design and Drafting (CADD) Standards <a href="https://www.sandiego.gov/publicworks/edocref/drawings">https://www.sandiego.gov/publicworks/edocref/drawings</a>	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications – <a href="https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications</a>	2023	ECPD092023-05
CALTRANS Standard Plans <a href="https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications</a>	2023	ECPD092023-06
California Manual on Uniform Traffic Control Devices Revision 65 (CA MUTCD Rev 6) <a href="https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files">https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files</a>	2014	PWPI060121-10
<p><b>NOTE:</b> *Available online under Engineering Documents and References at: <a href="http://www.sandiego.gov/publicworks/edocref/index.shtml">http://www.sandiego.gov/publicworks/edocref/index.shtml</a></p> <p>*Electronic updates to the Standard Drawings may also be found in the link above.</p>		

**13. CITY'S RIGHTS RESERVED:** The City reserves the right to reject submitted quotes at its sole discretion and without liability. Costs incurred by the Contractor as a result of preparing quotes shall be the sole responsibility of each Contractor. The Request for Quotes creates or imposes no obligation upon the City to enter a contract.

**14. SUBCONTRACTOR INFORMATION:**

**14.1. LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Contractor shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Quote. The Contractor shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Contractor shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Quote to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Quote being rejected as **non-responsive** and ineligible for award. The Contractor's attention is directed to the Special Provisions - General; Paragraph 3-2, "Self-Performance", which stipulates the percent of the Work to be performed with the Contractors' own forces.

- 14.2.** Additionally, pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a quote or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Contractor shall provide the name, address, license number, DIR registration number of any Subcontractor – regardless of tier** - who will perform work, labor, render services or specially fabricate and install the type of the work or improvement pursuant to the contract.
- 15. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Contractor and the listed Subcontractors must be submitted on the City provided forms within these documents.
- 16. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Contractor shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Quote shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 17. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 17.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 17.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 17.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 17.4.** The City of San Diego’s Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 17.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 17.6.** The City’s Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).

**17.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

**PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND**

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**FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:**

Argo Performance, Ltd., a corporation, as principal, and WESTERN SURETY COMPANY  
151 North Franklin, 17th Floor, Chicago, IL 60606, a corporation authorized to do  
business in the State of California, as Surety, hereby obligate themselves, their successors and  
assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of  
One Hundred Forty Thousand Six Hundred Thirty Six Dollars and Zero Cents (\$140,636.00) for the  
faithful performance of the annexed contract, and in the sum of One Hundred Forty Thousand Six  
Hundred Thirty Six Dollars and Zero Cents (\$140,636.00) for the benefit of laborers and  
materialmen designated below.

**Conditions:**

If the Principal shall faithfully perform the annexed contract with the City of San Diego,  
California, then the obligation herein with respect to a faithful performance shall be void;  
otherwise it shall remain in full force.

If the Principal shall promptly pay all persons, firms and corporations furnishing materials  
for or performing labor in the execution of this contract, and shall pay all amounts due under the  
California Unemployment Insurance Act then the obligation herein with respect to laborers and  
materialmen shall be void; otherwise it shall remain in full force.

The obligation herein with respect to laborers and materialmen shall inure to the benefit  
of all persons, firms and corporations entitled to file claims under the provisions of Article 2.  
Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil  
Code of the State of California.

Changes in the terms of the annexed contract or specifications accompanying same or  
referred to therein shall not affect the Surety's obligation on this bond, and the Surety hereby  
waives notice of same.

The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of  
this bond.

The Surety expressly agrees that the City of San Diego may reject any contractor or  
subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of  
default by the Principal.

The Surety shall not utilize the Principal in completing the improvements and work  
specified in the Agreement in the event the City terminates the Principal for default.



PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By: Stephen Samara  
Print Name: Stephen Samara  
Principal Contract Specialist  
Purchasing & Contracting Department  
Date: 5/2/2024

Mara W. Elliott, City Attorney  
By: Ray Valencio  
Print Name: Ray Valencio  
Deputy City Attorney  
Date: 5/2/24

CONTRACTOR

Argo Performance, Ltd.  
By: Jason McGehee  
Print Name: Jason McGehee  
Date: 30-Apr-2024

SURETY

WESTERN SURETY COMPANY  
By: Matthew Christopher Gaynor  
Attorney-in-Fact  
Print Name: MATTHEW CHRISTOPHER GAYNOR, Attorney-in-Fact  
Date: April 26, 2024

2355 NORTHSIDE DR., STE. 200, SAN DIEGO, CA 92108

Local Address of Surety

619-937-0165

Local Phone Number of Surety

\$4,219.00

Premium

67043417

Bond Number



# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 67043417

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint MATTHEW CHRISTOPHER GAYNOR

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Argo Performance, Ltd.

Obligee: City of San Diego

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 67043417 is not issued on or before midnight of July 2nd, 2024, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kastan, and its corporate seal to be affixed this 26th day of April, 2024.

WESTERN SURETY COMPANY  
STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

WESTERN SURETY COMPANY  
Larry Kastan  
Larry Kastan, Vice President

On this 26th day of April, in the year 2024, before me, a notary public, personally appeared Larry Kastan, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

S. GREEN  
NOTARY PUBLIC  
SOUTH DAKOTA

S. Green  
Notary Public - South Dakota  
My Commission Expires February 12, 2027

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof I have hereunto set my hand and seal of Western Surety Company this 26th day of April, 2024.

WESTERN SURETY COMPANY  
Larry Kastan  
Larry Kastan, Vice President

Acknowledgment of Principal

Acknowledgment of Surety (Attorney-in-Fact)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California }  
COUNTY OF San Diego } ss

On April 26, 2024 date before me, Andrew Roberts, Notary Public here insert name and title of the officer  
personally appeared MATTHEW CHRISTOPHER GAYNOR name(s) of signer(s)

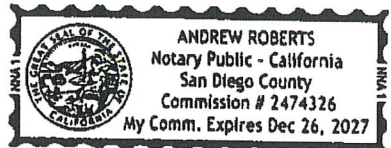
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



(The balance of this page is intentionally left blank.)



## ATTACHMENTS

**ATTACHMENT A**

**SCOPE OF WORK**

## **SCOPE OF WORK**

1. **SCOPE OF WORK:** See Attachment B for the scope of work regarding each location.
  - 1.1. The Work shall be performed in accordance with:
    - 1.1.1. The Request for Quotes.
2. **LOCATION OF WORK: The location of the Work is as follows:**
3. **CONTRACT TIME:** The Contract Time for completion of the work is **40 Working Days**.

**ATTACHMENT B**

**Argo Performance, Ltd. Proposal for Services**



**Proposal for Services**

**San Diego Police Department  
DDC Retrofit Projects at**

- **Headquarters**
- **Central Division**
- **Northeastern Division**
- **Western Division**

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**Presented To:**



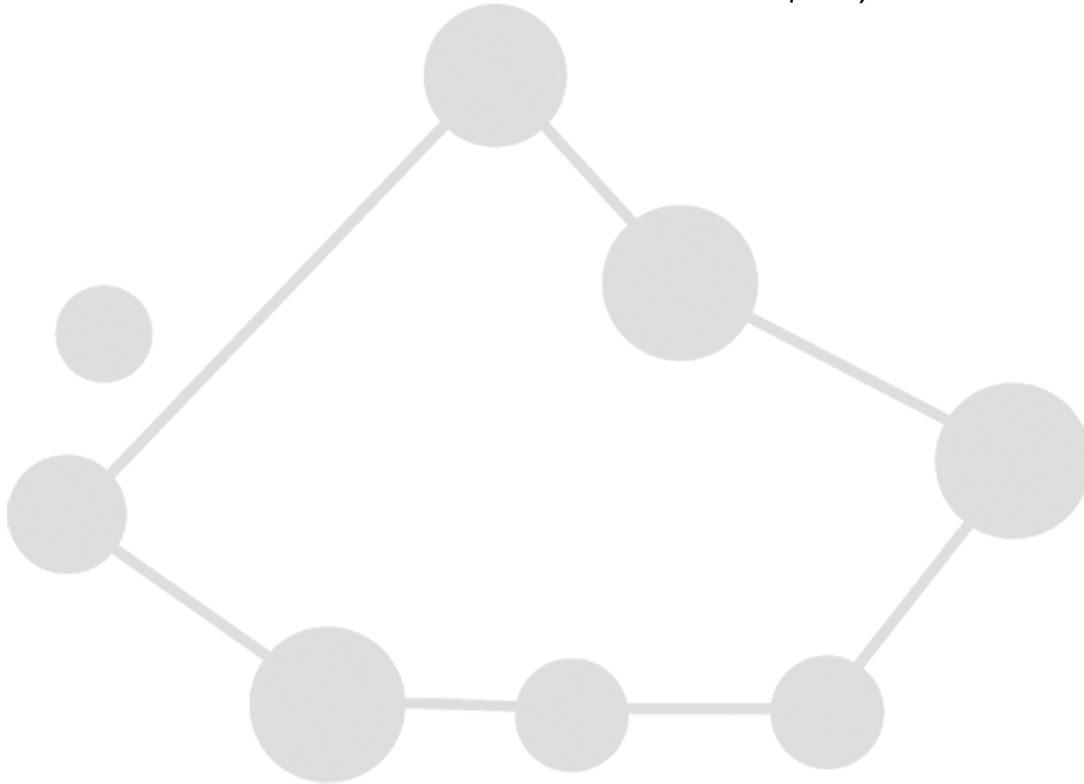
307 Laurel Street, San Diego, CA 92101  
(760) 607-3500 - [www.argoperformance.com](http://www.argoperformance.com) - @argoperformance  
CLSB # 1008535 - DIR # PW-LR-1001153819 - SBLE # 17AP1654





**SUMMARY**

Central Division.....	\$35,415.00
Northeastern Division.....	\$25,765.00
Western Division.....	\$25,765.00
Police Headquarters.....	\$53,691.00
Total Cost.....	\$140,636.00



**SDPD Police Headquarters**  
**HVAC Controller Replacement**  
1401 Broadway, San Diego CA 92101

Scope of Work

Contractor will provide control system application engineering, programming, graphic pages, control panel, DDC controllers, installation, controls commissioning, and as-built control drawings.

- Provide demo of six (6) existing AHU controllers
  - Safe off and verify non-affected systems maintain normal operation.
- Provide and install new DDC controls for AHU-2 through AHU-7. Replace faulty controllers.
  - Provide and install, AHU – BACnet Distech controllers:
  - Install BACnet cabling to replace existing LON
  - Reuse existing field devices as applicable:
    - Temperature sensors will be replaced.
    - Supply air temperature sensor
    - Return air temperature sensor
    - Room temperature sensors
- Field devices to remain as is.
  - Heating and Cooling Valves
  - Co2 Sensors
  - Filter DP sensor
  - Fan start/stop relay
  - Fan current sensor
  - Economizer damper actuator w/feedback
- Clarifications:
  - Pricing assumes existing communication Lon network is in working order.
  - All controllers will be commissioned on the EC-BOS-8 and existing database.
  - Providing updated graphics, controllers, commissioning, trending, scheduling, and alarming and testing.
  - Any failed DDC devices or components not listed above will be priced as T&M Parts.
  - Provide low-voltage electrical installation. Install control wiring in plenum-rated where concealed or accessible and EMT conduit where exposed or in mechanical room.
  - Work to be performed during normal business hours 6 am – 4 pm weekdays.
  - Personnel to comply with appropriate safety standards including hearing and eye protection where required.
  - Pricing includes one (1) year warranty for all furnished materials.
  - PAS will provide all supervision/project management necessary to properly implement the project.
  - Includes installation materials as needed.



**Project:**

San Diego Police Department Headquarters  
AHU-2 thru AHU-7 Controller Replacement

**Proposal:**

Date: April 2<sup>nd</sup>, 2024  
Number: PA24-147  
Revision: 1a

**Client:**

City of San Diego  
Department of General Services

**Contact:**

Amy Nonaka  
619.525.8548  
[anonaka@sandiego.gov](mailto:anonaka@sandiego.gov)

**Regarding:** Scope of Work Released on 29-Mar-2024 Received via Email.

Dear Amy Nonaka,

**Subject:** Argo Performance Proposal – Controls Upgrade

Thank you for the opportunity to bid on the control upgrade portion of the project. This proposal describes the scope of services, lists the fee, and explains why Argo Performance is qualified to provide these contracting services.

- Our firm is certified with the City's Department of Purchasing and Contracting as a Small Local Business Enterprise (SBLE)
- With our subcontractor Performance Automation Solutions, we have the available resources to complete a project of this size, complexity, and schedule
- Our team is licensed and credentialed to provide these services via the State of California Contractors Licensing Board (CSLB) C-20 HVAC and C-7 Low Voltage
- The firm has extensive experience in service and construction in the City of San Diego
- Argo Performance is diverse as certified as a Minority Small Business Enterprise with the State of California, Public Utilities Commission

The combination of our experience in the industry and our highly credentialed staff makes Argo Performance a great choice to provide services for this project. Please feel free to contact me with any questions or concerns. My direct phone number is (619) 843-2802, and my email is [jason@argoperformance.com](mailto:jason@argoperformance.com).

Very Respectfully Yours,

A handwritten signature in blue ink that reads "Jason McGehee".

Jason McGehee  
Principal, Argo Performance

**1. Fee Schedule**

1.1.	<b>Subcontracting Cost Plus 10%</b>	<b>\$53,691.<sup>00</sup></b>
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**2. Scope of Services**

- 2.1. Under this proposal we will provide control system application engineering, programming, graphic pages, DDC controllers, installation, controls commissioning.
- 2.2. Provide demo of six (6) existing AHU controllers
- 2.3. Safe off and verify non-affected systems maintain normal operation.
- 2.4. Provide new DDC controls for AHU-2 thru AHU-7 Replace faulty controllers.
- 2.5. Provide and install, AHU – BACnet Distech controllers:
- 2.6. Install BACnet cabling to replace existing LON
- 2.7. Reuse existing field devices as applicable:
  - 2.7.1. Temperature sensors will be replaced.
  - 2.7.2. Supply air temperature sensor
  - 2.7.3. Return air temperature sensor
  - 2.7.4. Room temperature sensors
- 2.8. Field devices to remain as is.
  - 2.8.1. Heating and Cooling Valves
  - 2.8.2. Co2 Sensors
  - 2.8.3. Filter DP sensor
  - 2.8.4. Fan start/stop relay
  - 2.8.5. Fan current sensor
  - 2.8.6. Economizer damper actuator w/feedback

**3. Exclusions**

- 3.1. State/County/City Title 24 documents
- 3.2. Repairs to Lon network
- 3.3. Air Flow measuring stations.
- 3.4. Mag-starters, VFDs.
- 3.5. Provisions of smoke/duct detectors or installation
- 3.6. Any work to provide or install fire life safety devices.
- 3.7. Installation of valves or sensor wells.
- 3.8. Repair of any existing controllers, devices, or wiring not specifically listed above.

- 3.9. Any new control components not specifically listed above.
- 3.10. Providing or installing access doors and access panels
- 3.11. Computers BMS frontend, and software.
- 3.12. Provisions of dampers or installation
- 3.13. After hour or weekend labor
- 3.14. Expedited shipping is excluded.
- 3.15. Installation of piping devices such as control valves, temperature thermowells, pressure sensors, flow switches and flow meters.
- 3.16. Engineering, permits and any Design fees

#### **4. Assumptions And Clarifications**

- 4.1. Pricing assumes existing communication Lon network is in working order.
- 4.2. All controllers will be commissioned on the EC-BOS-8 and existing database.
- 4.3. Providing updated graphics, controllers, commissioning, trending, scheduling, and alarming and testing.
- 4.4. Any failed DDC devices or components not listed above will be priced as T&M Parts.
- 4.5. Provide low-voltage electrical installation. Install control wiring in plenum-rated where concealed or accessible and EMT conduit where exposed or in mechanical room.
- 4.6. Work to be performed during normal business hours 6 am – 4 pm weekdays.
- 4.7. Personnel to comply with appropriate safety standards including hearing and eye protection where required.
- 4.8. Pricing includes one (1) year warranty for all furnished materials.
- 4.9. PAS will provide all supervision/project management necessary to properly implement the project.
- 4.10. Includes installation materials as needed.
- 4.11. This quote is good for 60 days from document date.
- 4.12. Payments made with Credit Cards will add 2.8% processing fee.

**END OF PROPOSAL**



**Project:**

San Diego Police Department  
Central Division  
RTU Controller Replacement  
2501 Imperial Ave., San Diego, CA

**Proposal:**

Date: April 2<sup>nd</sup>, 2024  
Number: PA24-148  
Revision: 1a

**Client:**

City of San Diego  
Department of General Services

**Contact:**

Amy Nonaka  
619.525.8548  
[anonaka@sandiego.gov](mailto:anonaka@sandiego.gov)

**Regarding:** Scope of Work Released on 29-Mar-2024 Received via Email.

Dear Amy Nonaka,

**Subject:** Argo Performance Proposal – Controls Upgrade

Thank you for the opportunity to bid on the control upgrade portion of the project. This proposal describes the scope of services, lists the fee, and explains why Argo Performance is qualified to provide these contracting services.

- Our firm is certified with the City's Department of Purchasing and Contracting as a Small Local Business Enterprise (SBLE)
- With our subcontractor Performance Automation Solutions, we have the available resources to complete a project of this size, complexity, and schedule
- Our team is licensed and credentialed to provide these services via the State of California Contractors Licensing Board (CSLB) C-20 HVAC and C-7 Low Voltage
- The firm has extensive experience in service and construction in the City of San Diego
- Argo Performance is diverse as certified as a Minority Small Business Enterprise with the State of California, Public Utilities Commission

The combination of our experience in the industry and our highly credentialed staff makes Argo Performance a great choice to provide services for this project. Please feel free to contact me with any questions or concerns. My direct phone number is (619) 843-2802, and my email is [jason@argoperformance.com](mailto:jason@argoperformance.com).

Very Respectfully Yours,

A handwritten signature in blue ink that reads "Jason McLehee".

Principal, Argo Performance

## Central Division

### HVAC Controller Upgrade

2501 Imperial Ave, San Diego CA 92102

#### Scope of Work

- Mobilize equipment, material, and crews to jobsite during normal business hours.
- Furnish and install one (1) New Distech EC-BOS-8 JACE multi-protocol BACnet network controller with graphic interface (IP address and network to be provided by site).
- Re-use existing low voltage network panel enclosure and mount new EC-BOS-8 JACE.
- Furnish and install Distech Controls for the following:
  - (12) Packaged HVAC Units
    - (1) Distech BACnet ECB Controller per unit
    - Points to include supply air temperature sensor, space temperature sensor, heat/cool control, fan start/stop relay.
  - (1) Multi-zone Trane HVAC Unit (Monitoring Only)
    - (1) Distech BACnet ECB Controller
    - Points to include supply air temperature sensor, return temperature sensor, and fan current status sensor.
- Furnish and install necessary relays and transformers where existing cannot be re-used.
- Provide engineered DOC system drawings, based on Distech product line.
- Re-use existing enclosures and sensor wiring where possible.
- Provide and install new exposed plenum-rated communication wiring between HVAC units at each facility, new cabling to be ran above ceilings.
- Provide and install graphics package for controls system, including floor plan and equipment graphics to be accessed via web login.
- Coordinate with City/SDPD IT to setup IP Addressing and Security.
- Perform system startup for proper operation.
- Perform jobsite cleanup and checkout with customer.

## 1. Fee Schedule

1.1.	Fee	\$35,415. <sup>00</sup>
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## 2. Scope of Services

- 2.1. Under this proposal we will provide control system application engineering, programming, graphic pages, control panel, DDC controllers, installation, controls commissioning, and as-built control drawings.
- 2.2. Provide demo of existing controllers
  - 2.2.1. Safe off and verify non-affected systems maintain normal operation.
- 2.3. Provide and install (1) Open BACnet Building Controller:
  - 2.3.1. EC-BOS-8 / JACE-8000 controller w/25 device license.
  - 2.3.2. Commission all new DDC controllers on the EC-BOS-8
  - 2.3.3. BACnet protocol will be implemented.
  - 2.3.4. Install floor plan and equipment graphics as applicable
  - 2.3.5. Setup web access;
    - 2.3.5.1. Coordinate with City IT to setup IP addressing and security.
    - 2.3.5.2. IP addressing scheme provided by SD City.
- 2.4. Provide and install new DDC controls for (11) existing RTU:
  - 2.4.1. Provide and install all new field devices for these RTUs to include:
    - 2.4.1.1. Room temperature sensor (Temperature only)
    - 2.4.1.2. Reuse supply air temperature sensor, if existing.
    - 2.4.1.3. Heat/Cool control
    - 2.4.1.4. Fan start/stop relay
    - 2.4.1.5. Reuse fan current status sensor, if existing.
  - 2.4.2. Provide and install graphics for new RTU controller
    - 2.4.2.1. Graphics will reside in the new local building controller.



### **3. Exclusions**

- 3.1. Mechanical equipment startup or commissioning.
- 3.2. Trane Veri-trac system excluded
- 3.3. State/County/City Title 24 documents
- 3.4. Connection to any outside BAS server or integration.
- 3.5. Air Flow measuring stations.
- 3.6. Mag-starters, VFDs.
- 3.7. Provisions of smoke/duct detectors or installation
- 3.8. Any work to provide or install fire life safety devices.
- 3.9. Repair of any existing controllers, devices, or wiring not specifically listed above.
- 3.10. Any new control components not specifically listed above.
- 3.11. Computers BMS frontend, and software.
- 3.12. After hour or weekend labor
- 3.13. Expedited shipping is excluded.
- 3.14. Engineering, permits and any Design fees

### **4. Assumptions And Clarifications**

- 4.1. The scope above is based on our interpretation of the limited information provided for bid.
- 4.2. Trane Veri-trac system not included in this proposal
- 4.3. All controllers will be commissioned on the EC-BOS-8 and new database.
- 4.4. Providing updated graphics, controllers, commissioning, trending, scheduling, and alarming and testing.
- 4.5. Connection to or integration to any outside BAS server is not included.
- 4.6. Provide low-voltage electrical installation. Install control wiring in plenum-rated where concealed or accessible and EMT conduit where exposed or in mechanical room.
- 4.7. Work to be performed during normal business hours 6 am – 4 pm weekdays.
- 4.8. Personnel to comply with appropriate safety standards including hearing and eye protection where required.
- 4.9. Pricing includes one (1) year warranty for all furnished materials and labor.
- 4.10. PAS will provide all supervision/project management necessary to properly implement the project.
- 4.11. Includes installation materials as needed.
- 4.12. This quote is good for 60 days from document date.
- 4.13. Payments made with Credit Cards will add 2.8% processing fee.

**END OF PROPOSAL**



**Project:**

San Diego Police Department  
Northeastern Division  
RTU Controller Replacement  
13396 Salmon River Road., San Diego, CA

**Proposal:**

Date: April 2<sup>nd</sup>, 2024  
Number: PA24-149  
Revision: 1a

**Client:**

City of San Diego  
Department of General Services

**Contact:**

Amy Nonaka  
619.525.8548  
[anonaka@sandiego.gov](mailto:anonaka@sandiego.gov)

**Regarding:** Scope of Work Released on 29-Mar-2024 Received via Email.

Dear Amy Nonaka,

**Subject:** Argo Performance Proposal – Controls Upgrade

Thank you for the opportunity to bid on the control upgrade portion of the project. This proposal describes the scope of services, lists the fee, and explains why Argo Performance is qualified to provide these contracting services.

- Our firm is certified with the City's Department of Purchasing and Contracting as a Small Local Business Enterprise (SBLE)
- With our subcontractor Performance Automation Solutions, we have the available resources to complete a project of this size, complexity, and schedule
- Our team is licensed and credentialed to provide these services via the State of California Contractors Licensing Board (CSLB) C-20 HVAC and C-7 Low Voltage
- The firm has extensive experience in service and construction in the City of San Diego
- Argo Performance is diverse as certified as a Minority Small Business Enterprise with the State of California, Public Utilities Commission

The combination of our experience in the industry and our highly credentialed staff makes Argo Performance a great choice to provide services for this project. Please feel free to contact me with any questions or concerns. My direct phone number is (619) 843-2802, and my email is [jason@argoperformance.com](mailto:jason@argoperformance.com).

Very Respectfully Yours,

A handwritten signature in blue ink that reads "Jason McGehee".

Principal, Argo Performance

**SDPD Northeastern Division**  
**HVAC Controller Replacement**  
13396 Salmon River Rd, San Diego CA 92129

Scope of Work

Contractor will provide control system application engineering, programming, graphic pages, control panel, DDC controllers, installation, controls commissioning, and as-built control drawings.

- Provide demo of existing controllers
  - Safe off and verify non-affected systems maintain normal operation.
- Provide and install (1) Open BACnet Building Controller:
  - EC-BOS-8 / JACE-8000 controller w/10 device license.
  - Commission all new DDC controllers on the EC-BOS-8
  - BACnet protocol will be implemented.
  - Install floor plan and equipment graphics as applicable
  - **Setup web access;**
    - Coordinate with City IT to setup IP addressing and security.
    - IP addressing scheme provided by SD City.
- Provide and install new DDC controls for (7) existing RTU:
  - Provide and install all new field devices for these RTUs to include:
    - Room temperature sensor (Temperature only)
    - Reuse supply air temperature sensor, if existing.
    - Heat/Cool control
    - Fan start/stop relay
    - Reuse fan current status sensor, if existing.
  - Provide and install graphics for new RTU controllers
    - Graphics will reside in the new local building controller.
- Clarifications:
  - All controllers will be commissioned on the EC-BOS-8 and new database.
  - Providing updated graphics, controllers, commissioning, trending, scheduling, and alarming and testing.
  - Connection to or integration to any outside BAS server is not included.
  - Provide low-voltage electrical installation. Install control wiring in plenum-rated where concealed or accessible and EMT conduit where exposed or in mechanical room.
  - Work to be performed during normal business hours 6 am – 4 pm weekdays.
  - Personnel to comply with appropriate safety standards including hearing and eye protection where required.
  - Pricing includes one (1) year warranty for all furnished materials and labor.
  - Contractor will provide all supervision/project management necessary to properly implement the project.
  - Includes installation materials as needed.

## 1. Fee Schedule

1.1.	Fee	\$25,765. <sup>00</sup>
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## 2. Scope of Services

- 2.1. Under this proposal we will provide control system application engineering, programming, graphic pages, control panel, DDC controllers, installation, controls commissioning, and as-built control drawings.
- 2.2. Provide demo of existing controllers
  - 2.2.1. Safe off and verify non-affected systems maintain normal operation
- 2.3. Provide and install (1) Open BACnet Building Controller:
  - 2.3.1. EC-BOS-8 / JACE-8000 controller w/10 device license.
  - 2.3.2. Commission all new DDC controllers on the EC-BOS-8
  - 2.3.3. BACnet protocol will be implemented.
  - 2.3.4. Install floor plan and equipment graphics as applicable
  - 2.3.5. Setup web access
    - 2.3.5.1. Coordinate with City IT to setup IP addressing and security.
    - 2.3.5.2. IP addressing scheme provided by SD City.
  - 2.3.6. Provide and install new DDC controls for (7) existing RTU:
  - 2.3.7. Provide and install all new field devices for these RTUs to include:
    - 2.3.7.1. Room temperature sensor (Temperature only)
    - 2.3.7.2. Reuse supply air temperature sensor, if existing.
    - 2.3.7.3. Heat/Cool control
    - 2.3.7.4. Fan start/stop relay
    - 2.3.7.5. Reuse fan current status sensor, if existing.
    - 2.3.7.6. Provide and install graphics for new RTU controllers
    - 2.3.7.7. Graphics will reside in the new local building controller.

## 3. Exclusions

- 3.1. Mechanical equipment startup or commissioning.
- 3.2. State/County/City Title 24 documents
- 3.3. Connection to any outside BAS server or integration.
- 3.4. Air Flow measuring stations.
- 3.5. Mag-starters, VFDs.
- 3.6. Provisions of smoke/duct detectors or installation
- 3.7. Any work to provide or install fire life safety devices.
- 3.8. Repair of any existing controllers, devices, or wiring not specifically listed above.

- 3.9. Any new control components not specifically listed above.
- 3.10. Computers BMS frontend, and software.
- 3.11. After hour or weekend labor
- 3.12. Expedited shipping is excluded.
- 3.13. Engineering, permits and any Design fees

**4. Assumptions And Clarifications**

- 4.1. The scope above is based on our interpretation of the limited information provided for bid.
- 4.2. All controllers will be commissioned on the EC-BOS-8 and new database.
- 4.3. Providing updated graphics, controllers, commissioning, trending, scheduling, and alarming and testing.
- 4.4. Connection to or integration to any outside BAS server is not included.
- 4.5. Provide low-voltage electrical installation. Install control wiring in plenum-rated where concealed or accessible and EMT conduit where exposed or in mechanical room.
- 4.6. Work to be performed during normal business hours 6 am – 4 pm weekdays.
- 4.7. Personnel to comply with appropriate safety standards including hearing and eye protection where required.
- 4.8. Pricing includes one (1) year warranty for all furnished materials and labor.
- 4.9. PAS will provide all supervision/project management necessary to properly implement the project.
- 4.10. Includes installation materials as needed.
- 4.11. This quote is good for 60 days from document date.
- 4.12. Payments made with Credit Cards will add 2.8% processing fee.

**END OF PROPOSAL**

**Project:**

San Diego Police Department  
Western Division  
RTU Controller Replacement  
5215 Gaines St., San Diego, CA

**Proposal:**

Date: April 2<sup>nd</sup>, 2024  
Number: PA24-150  
Revision: 1a

**Client:**

City of San Diego  
Department of General Services

**Contact:**

Amy Nonaka  
619.525.8548  
[anonaka@sandiego.gov](mailto:anonaka@sandiego.gov)

**Regarding:** Scope of Work Released on 29-Mar-2024 Received via Email.

Dear Amy Nonaka,

**Subject:** Argo Performance Proposal – Controls Upgrade

Thank you for the opportunity to bid on the control upgrade portion of the project. This proposal describes the scope of services, lists the fee, and explains why Argo Performance is qualified to provide these contracting services.

- Our firm is certified with the City's Department of Purchasing and Contracting as a Small Local Business Enterprise (SBLE)
- With our subcontractor Performance Automation Solutions, we have the available resources to complete a project of this size, complexity, and schedule
- Our team is licensed and credentialed to provide these services via the State of California Contractors Licensing Board (CSLB) C-20 HVAC and C-7 Low Voltage
- The firm has extensive experience in service and construction in the City of San Diego
- Argo Performance is diverse as certified as a Minority Small Business Enterprise with the State of California, Public Utilities Commission

The combination of our experience in the industry and our highly credentialed staff makes Argo Performance a great choice to provide services for this project. Please feel free to contact me with any questions or concerns. My direct phone number is (619) 843-2802, and my email is [jason@argoperformance.com](mailto:jason@argoperformance.com).

Very Respectfully Yours,

Principal, Argo Performance

**SDPD Western Division**  
**HVAC Controller Replacement**  
5215 Gaines St, San Diego CA 92110

Scope of Work

Contractor will provide control system application engineering, programming, graphic pages, control panel, DDC controllers, installation, controls commissioning, and as-built control drawings.

- Provide demo of existing controllers
  - Safe off and verify non-affected systems maintain normal operation.
- Provide and install (1) Open BACnet Building Controller:
  - EC-BOS-8 / JACE-8000 controller w/10 device license.
  - Commission all new DDC controllers on the EC-BOS-8
  - BACnet protocol will be implemented.
  - Install floor plan and equipment graphics as applicable
  - **Setup web access;**
    - Coordinate with City IT to setup IP addressing and security.
    - IP addressing scheme provided by SD City.
- Provide and install new DDC controls for (7) existing RTU:
  - Provide and install all new field devices for these RTUs to include:
    - Room temperature sensor (Temperature only)
    - Reuse supply air temperature sensor, if existing.
    - Heat/Cool control
    - Fan start/stop relay
    - Reuse fan current status sensor, if existing.
  - Provide and install graphics for new RTU controllers
    - Graphics will reside in the new local building controller.
- Clarifications:
  - All controllers will be commissioned on the EC-BOS-8 and new database.
  - Providing updated graphics, controllers, commissioning, trending, scheduling, and alarming and testing.
  - Connection to or integration to any outside BAS server is not included.
  - Provide low-voltage electrical installation. Install control wiring in plenum-rated where concealed or accessible and EMT conduit where exposed or in mechanical room.
  - Work to be performed during normal business hours 6 am – 4 pm weekdays.
  - Personnel to comply with appropriate safety standards including hearing and eye protection where required.
  - Pricing includes one (1) year warranty for all furnished materials and labor.
  - Contractor will provide all supervision/project management necessary to properly implement the project.
  - Includes installation materials as needed.

## 1. Fee Schedule

1.1.	Fee	\$25,765. <sup>00</sup>
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## 2. Scope of Services

- 2.1. Under this proposal we will provide control system application engineering, programming, graphic pages, control panel, DDC controllers, installation, controls commissioning, and as-built control drawings.
- 2.2. Provide demo of existing controllers
  - 2.2.1. Safe off and verify non-affected systems maintain normal operation
- 2.3. Provide and install (1) Open BACnet Building Controller:
  - 2.3.1. EC-BOS-8 / JACE-8000 controller w/10 device license.
  - 2.3.2. Commission all new DDC controllers on the EC-BOS-8
  - 2.3.3. BACnet protocol will be implemented.
  - 2.3.4. Install floor plan and equipment graphics as applicable
  - 2.3.5. Setup web access
    - 2.3.5.1. Coordinate with City IT to setup IP addressing and security.
    - 2.3.5.2. IP addressing scheme provided by SD City.
  - 2.3.6. Provide and install new DDC controls for (7) existing RTU:
  - 2.3.7. Provide and install all new field devices for these RTUs to include:
    - 2.3.7.1. Room temperature sensor (Temperature only)
    - 2.3.7.2. Reuse supply air temperature sensor, if existing.
    - 2.3.7.3. Heat/Cool control
    - 2.3.7.4. Fan start/stop relay
    - 2.3.7.5. Reuse fan current status sensor, if existing.
    - 2.3.7.6. Provide and install graphics for new RTU controllers
    - 2.3.7.7. Graphics will reside in the new local building controller.

## 3. Exclusions

- 3.1. Mechanical equipment startup or commissioning.
- 3.2. State/County/City Title 24 documents
- 3.3. Connection to any outside BAS server or integration.
- 3.4. Air Flow measuring stations.
- 3.5. Mag-starters, VFDs.
- 3.6. Provisions of smoke/duct detectors or installation
- 3.7. Any work to provide or install fire life safety devices.
- 3.8. Repair of any existing controllers, devices, or wiring not specifically listed above.



- 3.9. Any new control components not specifically listed above.
- 3.10. Computers BMS frontend, and software.
- 3.11. After hour or weekend labor
- 3.12. Expedited shipping is excluded.
- 3.13. Engineering, permits and any Design fees

**4. Assumptions And Clarifications**

- 4.1. The scope above is based on our interpretation of the limited information provided for bid.
- 4.2. All controllers will be commissioned on the EC-BOS-8 and new database.
- 4.3. Providing updated graphics, controllers, commissioning, trending, scheduling, and alarming and testing.
- 4.4. Connection to or integration to any outside BAS server is not included.
- 4.5. Provide low-voltage electrical installation. Install control wiring in plenum-rated where concealed or accessible and EMT conduit where exposed or in mechanical room.
- 4.6. Work to be performed during normal business hours 6 am – 4 pm weekdays.
- 4.7. Personnel to comply with appropriate safety standards including hearing and eye protection where required.
- 4.8. Pricing includes one (1) year warranty for all furnished materials and labor.
- 4.9. PAS will provide all supervision/project management necessary to properly implement the project.
- 4.10. Includes installation materials as needed.
- 4.11. This quote is good for 60 days from document date.
- 4.12. Payments made with Credit Cards will add 2.8% processing fee.

**END OF PROPOSAL**

**ATTACHMENT C**  
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**ATTACHMENT D**  
**PREVAILING WAGES**

## PREVAILING WAGES

1. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
  - 1.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
    - 1.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
    - 1.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
  - 1.2. **Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.
  - 1.3. **Payroll Records.** Contractor and its subcontractors shall comply with California



subcontractor shall not be qualified to quote on, be listed in a quote or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a quote 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.

**1.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a quote protest or grounds for considering the quote non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to quote opening; (2) within twenty-four hours after the quote opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

**1.9.2.** By submitting a quote or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of quote or proposal due date or upon request.

**1.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

**1.11. List of all Subcontractors.** The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.

**1.12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

- 1.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1)
- 1.12.2.** Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).
- 1.12.3.** List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 1.11 above. (Labor code section 1773.3).

**ATTACHMENT E**  
**SUPPLEMENTARY SPECIAL PROVISIONS**



## SUPPLEMENTARY SPECIAL PROVISIONS

The following Supplementary Special Provisions (SSP) modifies the following documents:

1. The **2021 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
  2. The **2021 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
    - a) General Provisions (A) for all Construction Contracts.
- 

### SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

**5-4 INSURANCE.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

**5-4 INSURANCE.**

1. The insurance provisions herein shall not be construed to limit your indemnity obligations contained in the Contract.

**5-4.1 Policies and Procedures.**

1. You shall procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You shall maintain this insurance for the duration of this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this Contract.
4. The payment for insurance shall be included in the Contract Price as bid by you. Except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any Work under this

Contract until you have provided and the City has approved all required insurance.

5. Policies of insurance shall provide that the City is entitled to 30 Days (10 Days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

**5-4.2 Types of Insurance.**

**5-4.2.1 Commercial General Liability Insurance.**

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

<u>General Annual Aggregate Limit</u>	<u>Limits of Liability</u>
Other than Products/Completed Operations	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

**5-4.2.2 Commercial Automobile Liability Insurance.**

1. You shall provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in the amount of \$1,000,000 combined single limit per accident, covering bodily injury and property damage for owned, non-owned, and hired automobiles ("Any Auto").
2. All costs of defense shall be outside the limits of the policy.

**5-4.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least “A-, VI” by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

**5-4.3.1 Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**5-4.4 Evidence of Insurance.** Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

**5-4.5 Policy Endorsements.**

**5-4.5.1 Commercial General Liability Insurance.**

**5-4.5.1.1 Additional Insured.**

1. You shall provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
2. To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
3. The additional insured coverage for projects for which the Engineer’s Estimate is \$1,000,000 or more shall include liability arising out of:
  - a) Ongoing operations performed by you or on your behalf,
  - b) your products,
  - c) your Work, e.g., your completed operations performed by you or on your behalf, or
  - d) premises owned, leased, controlled, or used by you.
4. The additional insured coverage for projects for which the Engineer’s Estimate is less than \$1,000,000 shall include liability arising out of:
  - a) Ongoing operations performed by you or on your behalf,

- b) your products, or
- c) premises owned, leased, controlled, or used by you.

**5-4.5.1.2 Primary and Non-Contributory Coverage.** The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

**5-4.5.1.3 Project General Aggregate Limit.** The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

**5-4.5.2 Commercial Automobile Liability Insurance.**

**5-4.5.2.1 Additional Insured.** Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

**5-4.6 Deductibles and Self-Insured Retentions.** You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

**5-4.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.

**5-4.8 Notice of Changes to Insurance.** You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.

**5-4.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.

**5-4.11 Workers' Compensation Insurance and Employers Liability Insurance.**

1. In accordance with the provisions of §3700 of the California Labor Code, you shall provide at your expense Workers' Compensation Insurance and

Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.

2. Limits for this insurance shall be not less than the following:

<u>Workers' Compensation</u>	<u>Statutory Employers Liability</u>
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you shall comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

**5-4.11.1. Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

**ATTACHMENT F**

**IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION)  
COMPLIANCE (CARB)**

## ATTACHMENT F

### IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE

The California Air Resources Board (CARB) approved amendments to the Off-Road Regulations which can be found at 13 California Code of Regulations (CCR) sections 2449, 2449.1, and 2449.2. These amendments apply to any person, business, or government agency who owns or operates within California any vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road. See 13 CCR section 2449 (b) for the full list of vehicles covered by these Off-Road Regulations.

Beginning January 1, 2024, Contractor shall be subject to the requirements below. No Contractor or public works awarding body, as applicable, shall enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet. Contractor shall comply with the following requirements:

(1) For a project involving the use of vehicles subject to the Off-Road Regulation, Contractor must obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR section 2449(n), for the fleet selected for this Contract and their listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet and provide copies of such Certificates of Reported Compliance to the City within 10 days of issuance of the Notice of Intent to Award letter. Contractor shall enter into a contract with a fleet for which it does not have a valid Certificates of Reported Compliance for the fleet and its listed subcontractors. City shall not enter into a contract with Contractor until all current Certificates of Reported Compliance for the fleet to be used on this Project are provided by Contractor.

(2) The Certificates of Reported Compliance received by Contractor for this Project must be retained by Contractor for three years after the Project's completion. Upon request by CARB, these records must be provided to CARB within five business days of the request. Additionally, upon request by City, these records must be produced to City within five business days of the request.

(3) For emergency contracts that meet the definition of "emergency operations" as defined in 13 CCR section 2449(c)(18), they are exempt from the requirements in 13 CCR section 2449(i)(1)-(3) and sections (1) and (2) above, but must still retain records verifying vehicles subject to the regulation that are operating on the "emergency operations" project are actually being operated on the project for "emergency operations" only. These records, as described in more detail below in section (B) must be retained by Contractor for three years after completion of the Project and upon request from either CARB or the City, Contractor shall provide those records to the requesting party within five business

days. All other emergency contracts that do not meet the definition of “emergency operations” must comply with the requirements above and 13 CCR section 2449(i)(1) – (3).

A. “Emergency Operations” is defined as:

1. Any activity for a project conducted during emergency, life threatening situations, where a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or an essential public service; or in conjunction with any officially declared disaster or state of emergency, as declared by an authorized health officer, agricultural commissioner, fire protection officer, or other authorized health officer;
2. Any activity for a project conducted by essential service utilities to provide electricity, natural gas, telephone, water, or sewer during periods of service outages and emergency; or
3. Operations including repairing or preventing damage to roads, buildings, terrain, and infrastructure as a result of an earthquake, flood, storm, fire, other infrequent act of nature, or terrorism. Routine maintenance or construction to prevent public health risks does not constitute emergency operations under the Off-Road Regulations.

B. The records retained by Contractor for “emergency operations” projects must include:

1. A description of the emergency;
2. The address or a description of the specific location of the emergency;
3. The dates on which the emergency operations were performed; and
4. An attestation by the fleet that the vehicles are operated on the Project for “emergency operations” only.

Beginning January 1, 2024, Contractor is also subject to the requirements described in 13 CCR section 2449(j).

(1) Between March 1 and June 1 of each year, Contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in 13 CCR section 2449(n), from all fleets that have an ongoing contract with Contractor as of March 1 of that year. Contractors shall not write contracts to evade this requirement.

(2) Contractor shall only allow fleets with valid Certificates of Reported Compliance on the Contractor's job sites.

(3) If Contractor discovers that any fleet intending to operate vehicles subject to this regulation for Contractor does not have a valid Certificate of Reported Compliance, as defined in 13 CCR section 2449(n), or if Contractor observes any noncompliant vehicles



subject to the regulation on Contractor's job site, then Contractor must report the that to CARB at <https://calepacomplaints.secure.force.com/complaints/Complaint>, or email [dieselcomplaints@arb.ca.gov](mailto:dieselcomplaints@arb.ca.gov), for each fleet without a valid Certificate of Reported Compliance or each noncompliant vehicle, as applicable, within five business days of such discovery. See 13 CCR 2449(n) for the information required to be disclosed to CARB when reporting non-compliance.

(4) Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for Contractor.

(5) Contractor shall prominently display signage for any project where vehicles subject to this Off-Road Regulation will operate for 8 calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. An exemption to this posting requirement is permitted if the operational time of a project is 7 calendar days or less. The signage must include the following language, verbatim:

(A) "Who does the In-Use Off-Road Regulation Apply to?"

The In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) applies to all self-propelled off-road diesel vehicles 25 horsepower or greater and most two-engine vehicles (except on-road two-engine sweepers) owned or operated in California. This includes vehicles that are rented or leased (rental or leased fleets)."

(B) "In-Use Off-Road Regulation Requirements

Idling Limit: Vehicles cannot idle longer than five minutes. There are exceptions for vehicles that need to idle to perform work.

Labeling: Vehicles must be labeled with a CARB assigned equipment identification number (EIN). The EIN shall be white on a red background, unless the vehicle is part of a captive attainment area fleet, in which case the EIN shall be white on a green background.

The EIN shall be located in clear view on both sides of the outside of the vehicle."

**ATTACHMENT G**  
**CONTRACT AGREEMENT**

## CONTRACT AGREEMENT

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### CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Argo Performance, Ltd., herein called "Contractor" for construction of SDPD Controller Upgrades; Contract No. M-24-0070; in the amount of One Hundred Forty Thousand Six Hundred Thirty-Six Dollars and Zero Cents (\$140,636.00) which is comprised of the quote.

IN CONSIDERATION of the payments to be made hereunder and the mutual undertakings of the parties hereto, City and Contractor agree as follows:

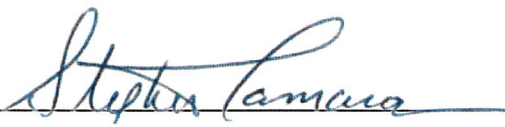
1. The following are incorporated into this contract as though fully set forth herein:
  - (a) Performance and Payment Bonds.
  - (b) Proposal included in the Quote documents by the Contractor.
  - (c) Reference Standards listed in the Instruction to Contractors and the Supplementary Special Provisions (SSP).
  - (d) That certain documents entitled SDPD Controller Upgrades, on file in the office of the Purchasing & Contracting Department.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner SDPD Controller Upgrades, M-24-0070, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee and City Attorney signs the agreement.

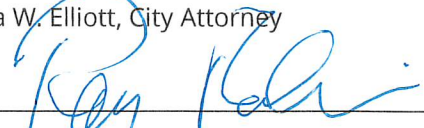
**CONTRACT AGREEMENT (continued)**

**IN WITNESS WHEREOF**, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code §22.3102 authorizing such execution.

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM**

By 

Mara W. Elliott, City Attorney  
By 


Print Name: Stephen Samara  
Principal Contract Specialist  
Purchasing & Contracting Department

Print Name: Ray Palma  
Deputy City Attorney

Date: 5/2/2024

Date: 5/2/24

**CONTRACTOR**

By 

Print Name: Jason McGehee

Title: President

Date: 26-Apr-2024

City of San Diego License No.: 10056942

State Contractor's License No.: 1008535

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: PW-LR-1000364642

## CERTIFICATIONS AND FORMS

**The Contractor, by submitting its electronic quote, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certifications, forms and affidavits submitted as part of this quote are true and correct.**

## **Contractor's General Information**

To the City of San Diego:

Pursuant to "Notice Inviting Quotes", specifications, and requirements on file with the City Clerk, and subject to all provisions of the Charter and Ordinances of the City of San Diego and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services hereinafter mentioned. The undersigned further warrants that this quote is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the quote is genuine and not collusive or sham; that the Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham quote, and has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham quote, or that anyone shall refrain from bidding; that the Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the quote price of the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the quote price, or of that of any other Contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the quote are true; and, further, that the Contractor has not, directly or indirectly, submitted his or her quote price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, quote depository, or to any member or agent thereof to effectuate a collusive or sham quote.

The undersigned Contractor(s) further warrants that Contractor(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Bidding Documents therefore, and that by submitting said Bidding Documents as its quote proposal, Contractor(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Bidding Documents.

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH  
QUOTE UNDER 23 UNITED STATES CODE 112 AND PUBLIC CONTRACT CODE 7106**

State of California

County of San Diego

The Contractor, being first duly sworn, deposes and says that he or she is authorized by the party making the foregoing quote that the quote is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the quote is genuine and not collusive or sham; that the Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham quote, and has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham quote, or that anyone shall refrain from bidding; that the Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the quote price of the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the quote price, or of that of any other Contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the quote are true; and further, that the Contractor has not, directly or indirectly, submitted his or her quote price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, quote depository, or to any member or agent thereof to effectuate a collusive or sham quote.

## **CONTRACTOR CERTIFICATION**

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### **DRUG-FREE WORKPLACE**

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 5-1.3, "Drug-Free Workplace", of the project specifications, and that;

This company has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.



## CONTRACTOR CERTIFICATION

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### AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 5-1.2, "California Building Code, California Code of Regulations Title 24 and Americans with Disabilities Act", of the project specifications, and that:

This company has in place workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

## **CONTRACTOR CERTIFICATION**

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### **CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE**

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this quote, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 5-1.4, ("Contractor Standards and Pledge of Compliance"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

## CONTRACTOR CERTIFICATION

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### **Equal Benefits Ordinance Certification**

I declare under penalty of perjury that I am familiar with the requirements of and in compliance with the City of San Diego Municipal Code § 22.4300 regarding Equal Benefits Ordinance.

## **CONTRACTOR CERTIFICATION**

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### **Equal Pay Ordinance Certification**

Contractor shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.

Contractor shall require all of its subcontractors to certify compliance with the EPO in their written subcontracts.

Contractor must post a notice informing its employees of their rights under the EPO in the workplace or job site.

By signing this Contract with the City of San Diego, Contractor acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

## CONTRACTOR CERTIFICATION

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### **In-Use Off-Road Diesel Fueled Fleet Regulation (Off-Road Regulation) Compliance**

I hereby certify that Contractor is familiar with the requirements 13 CCR 2449, 2449.1, and 2449.2, as well as Attachment F, In-Use Off-Road Diesel Fueled Fleet Regulation (Off-Road Regulation) Compliance (CARB), and that Contractor shall comply with these requirements.

I further certify that each of the Contractor's listed subcontractors is familiar with these requirements and shall also comply.

**ELECTRONICALLY SUBMITTED FORMS**

**THE FOLLOWING FORMS MUST BE SUBMITTED IN PDF FORMAT WITHIN 3 WORKING DAYS OF THE NOTICE OF INTENT TO AWARD (NOI)**

The following forms are to be completed by the Contractor and submitted electronically.

- A. CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**
- B. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- C. LIST OF SUBCONTRACTORS (INCLUDING TIER)**
- D. DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTORS**
- E. DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS, AND MANUFACTURERS**

**Quotes will not be accepted until ALL the above-named forms are submitted.**

**CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**

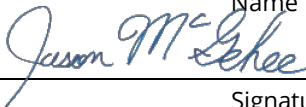
As part of its quote, the Contractor shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
  
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
N/A					

Contractor Name: Argo Performance, Ltd.

Certified By Jason McGehee Title President  
Name  
  
Signature Date 26-Apr-2024

**USE ADDITIONAL FORMS AS NECESSARY**

## Mandatory Disclosure of Business Interests Form

### CONTRACTOR/PROPOSER INFORMATION

Legal Name		DBA	
Argo Performance, Ltd.		Argo Performance, Ltd.	
Street Address	City	State	Zip
307 Laurel Street	San Diego	CA	92101
Contact Person, Title		Phone	Fax
Jason McGehee		760-607-3500	760-607-3420

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103).

\* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

\*\* Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
Jason McGehee	President
City and State of Residence	Employer (if different than Contractor/Proposer)
San Diego, CA	Argo Performance, Ltd.
Interest in the transaction	
Sole owner of Argo Performance, Ltd. and fully responsible for contract management for Argo	

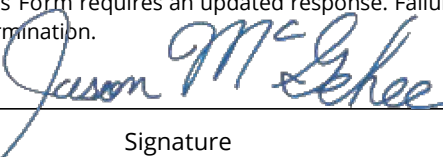
Name	Title/Position
N/A	
City and State of Residence	Employer (if different than Contractor/Proposer)
Interest in the transaction	

### \* Use Additional Pages if Necessary \*

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Mayor or Designee with written notice is grounds for Contract termination.

Jason McGehee, President

Print Name, Title



Signature

26-Apr-2024

Date

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.**



### LIST OF SUBCONTRACTORS (INCLUDING TIER)

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Contractor is to list below the name, address and license number of each Subcontractor who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement, in an amount of or in excess of 0.5% of the Contractor's total Bid. The Contractor is to list only one Subcontractor for each portion of the Work. The Contractor's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percentage of the Work to be performed with the Contractor's own forces. In addition, the Contractor is to list below the name address, license number, DIR registration of any known tiered subcontractors who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract. It is the responsibility of the Contractor to notify the City of any additional subcontractors, including tiered, that are utilized on the project as soon as it is known.

If no subcontractors are being utilized for this contract, please fill in form using "N/A" (not applicable) and submit accordingly. Use of "N/A" for work that exceeds 0.5%, or failure to list a subcontractor for work that exceeds 0.5% of the Contractor's total Bid indicates the Contractor will self-perform the work.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	SUB TYPE (C or D*)	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	IDENTIFICATION OF SUB TIER LEVEL (1 <sup>ST</sup> , 2 <sup>ND</sup> , 3 <sup>RD</sup> , ETC.) **	NAME OF CONTRACTOR REPORTING TO
Name: <u>Performance Automation Solutions</u> Address: <u>10633 Roselle Street</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92121</u> Phone: <u>858-391-6400</u> Email: <u>freds@pascontrols.com</u>	C	1000025467	946532	Automation Programming	\$127,852.00	1st	Argo Performance
Name: <u>n/a(only on subcontractor)</u> Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

\*C - Constructor (builder)

\*D - Designer (Preparing or modifying designs for construction projects)

\*\* 1<sup>st</sup> tier means subcontractor is reporting directly to the prime contractor. 2<sup>nd</sup> tier means the subcontractor is reporting to the 1<sup>st</sup> tier subcontractor, and so on.

**\*\* USE ADDITIONAL FORMS AS NECESSARY \*\***

**DEBARMENT AND SUSPENSION CERTIFICATION**

EFFECT OF DEBARMENT OR SUSPENSION
To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible Contractors and contractors. In accordance with San Diego Municipal Code §22.0814 (a): <i>Contractors and contractors</i> who have been <i>debarred</i> or <i>suspended</i> are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving <i>contract awards</i> , executing <i>contracts</i> , participating as a <i>subcontractor</i> , employee, agent or representative of another <i>person</i> contracting with the City.

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Contractor shall provide to the City a list of Names of the Principal Individual owner(s).

The names of all persons interested in the foregoing proposal as Principals are as follows:

NAME	TITLE
Jason McGehee	President
N/A Only one owner	

**IMPORTANT NOTICE:** If Contractor or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Contractor or other interested person is an individual, state first and last names in full.

The Contractor, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

n/a
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Exceptions will be considered in determining Contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Contractor Name: Argo Performance, Ltd.

Certified By Jason McGehee Title President

  
Name  
 \_\_\_\_\_  
 Signature

Date 26-Apr-2024

**NOTE:** Providing false information may result in criminal prosecution or administrative sanctions.

**DEBARMENT AND SUSPENSION CERTIFICATION**  
**SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**  
**\*TO BE COMPLETED BY CONTRACTOR\***  
**IF NONE PLACED N/A ON FORM**

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Contractor shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor, supplier, and/or manufacturer**:

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Nellie Volf	President

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
N/A Only one Subcontractor	

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: Argo Performance, Ltd.

Certified By Jason McGehee Title President

  
 Name \_\_\_\_\_ Date 26-Apr-2024  
 Signature \_\_\_\_\_

**\*USE ADDITIONAL FORMS AS NECESSARY\***