



**The City of San Diego**  
**MEMORANDUM**

DATE: November 19, 2019

TO: James Nagelvoort, Director, Public Works

FROM: Claudia C. Abarca, Deputy Director, Public Works Contracts *CAbarca*

SUBJECT: **REVISED** - Sole Source Authorization to Contract with Climatec for Design-Build Services for San Diego Civic Center Complex Retrocommissioning (RCx)

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Dept. Est. Total: \$228,000

Contractor: Climatec

Expiration Date: December 30, 2020

Recommendation: Approve Sole Source Request

Pursuant to SDMC §22.3108 (a) (1), "Exceptions to Advertisement and Competitive Award of Public Works Contracts", this is to certify that a sole source agreement with the contractor named above is necessary and that strict compliance with a competitive process would be unavailing or would not produce an advantage, and soliciting bids or proposals would be undesirable, impractical or impossible for the following reasons:

**JUSTIFICATION:**

The San Diego Civic Center Complex (SDCCC) consists of five (5) downtown buildings including the City Administration Building (CAB), City Operations Building (COB), Golden Hall (GH), Plaza Hall (PH) and Civic Theatre (CT), located at 202 C Street, San Diego, CA 92101.

The City of San Diego (City) issued a request for proposal (RFP) on August 1, 2019 for retrocommissioning (RCx) in which no proposals were received before the submittal deadline. RCx is a systematic process of improving and optimizing a building's operations and supporting those improvements with enhanced documentation and training.

Staff has concluded that Climatec is a mechanical contractor with the required level of expertise and resources to provide the RCx services and is very knowledgeable with SDCCC's mechanical systems and would like to hire Climatec directly. If work is not performed or is delayed, the City will lose energy savings from implementation and the City will also be required to reimburse San Diego Gas & Electric HOPPs RCx program administrators in the amount of \$39,774 (the cost of the RCx investigation).


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James Nagelvoort, Director, Public Works Department  
November 19, 2019

Additional justification can be found in the memorandum from Lindsey Hawes, Program Manager with the Sustainability Department dated November 5, 2019.

AGREEMENT VALUE & DURATION:

The total fee for these services shall not exceed the amount noted above and the term of the agreement will be in effect from date of the agreement execution, until the agreement is completed/closed and will not exceed the above expiration date without issuance of a modification to duration of both the agreement and this sole source authorization.

APPROVED BY:

  
\_\_\_\_\_  
James Nagelvoort, Director, Public Works

Date: 11/20/19

Attachment: 1. Revised Memorandum from Lindsey Hawes to Claudia Abarca, Dated  
November 5, 2019

cc: Myrna Dayton, Assistant Director, Public Works Department  
Heather Werner, Deputy Director, Sustainability Department  
James Chen, Senior Civil Engineer, Sustainability Department  
Catherine Dungca, Senior Civil Engineer, Public Works Department  
Stephen Samara, Principal Contract Specialist, Public Works Department  
Dorian Aivati, Associate Civil Engineer, Sustainability Department



THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: November 5, 2019

TO: Claudia C. Abarca, Deputy Director, Public Works Contracts

FROM: Lindsey Hawes, Program Manager, Sustainability Department

SUBJECT: REVISED Request for Sole Source Agreement with Climatec to provide Design-Build services for San Diego Civic Center Complex Retrocommissioning (RCx)

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This REVISED memorandum requests authorization for a sole source contract with Climatec to provide Design-Build services for San Diego Civic Center Complex Retrocommissioning project.

The San Diego Civic Center Complex (SDCCC) consists of five (5) downtown buildings including the City Administration Building (CAB), City Operations Building (COB), Golden Hall (GH), Plaza Hall (PH), and Civic Theatre (CT). The facility is located at 202 C Street, San Diego, CA 92101.

Retrocommissioning (RCx) is a systematic process for improving and optimizing a building's operations and supporting those improvements with enhanced documentation and training. The RCx work proposed at the San Diego Civic Center Complex will improve building performance, reduce energy usage, lengthen equipment life, and improve indoor air quality and occupant comfort. The RCx work will help the City benchmark the energy consumption in its facilities as required by Assembly Bill 802.

The proposed RCx work at SDCCC is driven by the City's participation in the San Diego Gas & Electric (SDG&E) High Opportunity Projects and Programs (HOPPs) Retrocommissioning Program [the SDG&E Program]. Upon project initiation, the SDG&E Program provides, in the nature of a grant, a no-cost energy investigation to identify appropriate RCx measures and estimate projected energy savings. The SDG&E Program requires the City to implement all reasonable and eligible RCx measures with a payback period of two years or less. After measure installation, SDG&E Program administrators perform measurement and verification (M&V) to assess the resulting energy savings. If savings projections were met, the SDG&E Program provides financial incentives to offset the cost of measure implementation. If measures are not installed, or expected energy savings not met, SDG&E Program participants are required to cover the cost of the energy investigation provided at project initiation.

SDGE& Program administrators performed the energy investigation at SDCCC on December 20, 2018. The investigation identified twelve (12) measures; ten (10) of these measures were selected for implementation. The project value was estimated at \$228,000, with an incentive of \$10,790 promised after M&V. The City was originally required to implement the 10 measures by September 30, 2019, to allow for three months of M&V prior to the end of 2019. Facing delays, in August 2019 the City requested and received a timeline extension from SDG&E, establishing December 31, 2019 as the new implementation deadline, followed by two months of M&V. If the City is unable to implement the 10 selected measures by this date, the City will be required to cover the cost of the original energy investigation, valued at \$39,774.

The City issued an RFP (K-20-1855-DB1-1; Civic Center Complex Retrocommissioning) on August 1, 2019 and no proposals were submitted before the RFP deadline. Climatec attempted to submit a proposal approximately 20 minutes after the RFP deadline; it was not accepted.

Staff has conducted a thorough review of the current situation and has concluded that it is in the City's best interest to hire Climatec directly to perform the RCx work at SDCCC. Climatec is a mechanical contractor with the required level of expertise and resources to provide the RCx services, and is very knowledgeable with SDCCC's mechanical systems. Climatec has indicated their continued interest in performing the work and has indicated that they can complete their work within the currently established schedule.

The total fee for these services provided by Climatec is \$217,245.00. The value of the contract shall not exceed an amount of \$228,000. This includes a contingency of \$10,755 that is only to be allocated to Climatec under circumstances approved by the City over the course of the project. The dollar amount noted above, and the term of the sole source agreement, will be in effect from the date of the agreement execution and will conclude within 90 working days. In no event will the sole source agreement exceed the expiration date without issuance of a modification to duration of both the agreement and this sole source authorization.

Accordingly, staff believes that strict compliance with the competitive bidding requirements will not produce any advantage to the City. Further, adherence to the strict bidding requirements would be unavailing, as Climatec was the only bidder in response to the previous RFP; albeit submitting approximately 20 minutes past the deadline on the RFP closing date. It is therefore requested that you approve this sole source request under San Diego Municipal Code section 22.3016.

If this work is not performed or is delayed, not only will the City be losing the energy savings from implementation of these measures, the City will also be required to reimburse the SDG&E HOPPs RCx Program administrators \$39,774 for the cost of RCx investigation.

Therefore, it is requested that a sole source contract in the amount not to exceed \$228,000 be awarded to Climatec for these services.

Page 3 of 3  
Claudia C. Abarca, Deputy Director  
November 5, 2019

Should you have any questions or need further details, please contact me at (858) 627-3352.

Sincerely,

***Lindsey Hawes***

Lindsey Hawes

cc: Heather Werner, Deputy Director, Sustainability Department  
James Chen, Senior Civil Engineer, Sustainability Department  
Doran Aivati, Associate Civil Engineer, Sustainability Department



# City of San Diego

**CONTRACTOR'S NAME:** Climatec LLC

**ADDRESS:** 13715 Stowe Drive, Poway CA 92064

**TELEPHONE NO.:** (858) 391-7001 **FAX NO.:** (858) 848-2021

**CITY CONTACT:** Ron McMinn, Contract Specialist, Email: [RMcMinn@sandiego.gov](mailto:RMcMinn@sandiego.gov)

**Phone No.:** (619) 533-4618

D. Aivati / R. W. Bustamante / M. L. Wenceslao

## CONTRACT DOCUMENTS

**FINAL**



## FOR

## SOLE-SOURCE CONSTRUCTION SERVICES FOR CIVIC CENTER COMPLEX RETROCOMMISSIONING

**PROJECT NO.:** K-20-1855-SLS-1-A

**SAP NO. (WBS/IO/CC):** 21004489

**CLIENT DEPARTMENT:** 2113

**COUNCIL DISTRICT:** 3

**PROJECT TYPE:** BS, BT

**DEPUTY CITY ENGINEER**

The engineering Specifications and Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineer.

  
\_\_\_\_\_  
For City Engineer

11/4/2019  
Date

Seal:



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## GENERAL

### 1. DESCRIPTION OF WORK:

- 1.1. The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the purpose of designing and constructing this project at the direction of the City Engineer.
- 1.2. The Work consists of implementing ten (10) retrocommissioning measures that were identified in the Retrocommissioning Investigation Report. The ten (10) retrocommissioning measures were identified via the San Diego RCx Program. Retrocommissioning (RCx) is a systematic process for improving and optimizing a building's operations and supporting those improvements with enhanced documentation and training. The RCx work performed at the Civic Center Complex applied the retrocommissioning process to improve building performance, reduce energy usage, lengthen equipment life, and improve indoor air quality and occupant comfort.  
  
For more detailed information please refer to the attached Retrocommissioning Investigation Report.
- 1.3. This solicitation is for a firm price with Lump Sum and Unit Price items to be paid in accordance with SECTION 7, "MEASUREMENT AND PAYMENT" of the Specifications.

### 2. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

- 2.1. **Prior** to the Award of the Contract or each Task Order, the Contractor must comply with the following registration requirements:
  - 2.1.1. This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). **Contractor and Subcontractor Registration Requirements** for compliance with those requirements are outlined in are outlined in paragraph 8.9 of these "General Instructions".
  - 2.1.2. In addition, prior to award of the Contract or each Task Order, the Contractor and its Subcontractors and Suppliers **must** register with Prism®, the City's web-based contract compliance portal at:  
  
<https://pro.prismcompliance.com/default.aspx>.
  - 2.1.3. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.

3. **EQUAL OPPORTUNITY.** For the City's Equal Opportunity Program requirements see Part 0 of the City of San Diego 2018 Whitebook and Exhibit I - Forms.
4. **CONTRACT TIME:** The Work shall be completed within **120 Working Days** from the date of issuance of the NTP unless extended by the Engineer.
5. **CONTRACT PRICE:** The Contract Price is **\$228,000**. The Contractor shall not perform Work that exceeds this amount, excluding Allowances, without prior written notice from the Engineer that sufficient additional funding has been secured and the work is approved.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **B**
7. **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.

**7.1. 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.

**7.1.1.** 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.

**7.1.2.** 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.

- 7.2. 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.
- 7.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City’s web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 7.3.1.** Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 7.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 7.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 7.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 7.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that “I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-

insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

- 7.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego’s Equal Opportunity Contracting Department at 619-236-6000.
- 7.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid 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 bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 7.9.1.** 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 bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid 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.
- 7.9.2.** By submitting a bid 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 bid or proposal due date or upon request.
- 7.10. 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.

**7.11. 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.

**7.12. 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:

**7.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1

**7.12.2.** 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).

**7.12.3.** 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 7.11 above. (Labor code section 1773.3).

**8. 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>	2018	PWPI010119-01
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>	2018	PWPI010119-02
City of San Diego Standard Drawings* <a href="https://www.sandiego.gov/publicworks/edocref/standarddraw">https://www.sandiego.gov/publicworks/edocref/standarddraw</a>	2018	PWPI010119-03
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

Title	Edition	Document Number
California Department of Transportation (CALTRANS) Standard Specifications – <a href="http://www.dot.ca.gov/des/oe/construction-contract-standards.html">http://www.dot.ca.gov/des/oe/construction-contract-standards.html</a>	2018	PWPI030119-05
CALTRANS Standard Plans <a href="http://www.dot.ca.gov/des/oe/construction-contract-standards.html">http://www.dot.ca.gov/des/oe/construction-contract-standards.html</a>	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 4 (CA MUTCD Rev 4) - <a href="http://www.dot.ca.gov/trafficops/camutcd/">http://www.dot.ca.gov/trafficops/camutcd/</a>	2014	PWPI030119-08
<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>		

**9. INSURANCE REQUIREMENTS:**

- 9.1. 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 letter.
- 9.2. Refer to sections 5-4, "INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

**10. SUBCONTRACTOR INFORMATION:**

**10.1. LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder 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 Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORITION** 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 Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 3-3, "Subcontracts", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

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 bid 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 Bidder 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 a portion [type] of the work or improvement pursuant to the contract.

- 10.2. LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY), DIR REGISTRATION NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.
- 11. SUBMITTAL OF “OR EQUAL” ITEMS:** See 4-6, “Trade Names or Equals.”
- 12. SUBCONTRACT LIMITATIONS:** The Bidder’s attention is directed to Standard Specifications for Public Works Construction, Section 3-2, “SELF-PERFORMANCE”, which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements shall render the Bid non-responsive and ineligible for award.
- 13. PLANS AND SPECIFICATIONS:** When provided by the City, questions about the meaning or intent of the Contract Documents relating to the scope of Work and technical nature shall be directed to the City’s Project Manager prior to commencement of work. Interpretations or clarifications considered necessary by the City in response to such questions will be issued in writing. Oral and other interpretations or clarifications will be without legal effect. Any questions related to this proposal shall be addressed to the, Public Works Contracts Branch, 525 B Street, Suite 750, San Diego, California, 92101, Telephone No. (619) 533-3450.
- 14. SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including 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, before the Contract can be executed.
- 15. PROPOSAL FORMS:** The signature of each person signing may be in longhand or in electronic format as specified by the City. The Contractor shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
- 15.1.** The Bidder, by submitting electronically, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this contract are true and correct.

**16. CITY'S RIGHTS RESERVED:** The City reserves the right to cancel this request for proposal at any time, and further reserves the right to reject submitted proposals, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Contractor as a result of preparing its proposal shall be the sole responsibility of the Contractor.

**17. AWARD OF CONTRACT:**

**17.1.** Pursuant to San Diego Municipal Code § 22.3016, this contract may be awarded to a contractor without competitive bidding when strict compliance with a competitive process would be unavailing or would not produce an advantage, and when soliciting bids or proposals would therefore be undesirable, impractical, or impossible.

**17.2.** The City of San Diego reserves the right to reject the proposal from the contractor when such rejection is in the best interest of the City.

**18. THE CONTRACT:** The Contractor shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance documents specified in 1-7.2, "CONTRACT BONDS," 5-4.2, "GENERAL LIABILITY INSURANCE," and 5-4.3 "WORKERS' COMPENSATION INSURANCE" within **3 Working Days** after receipt by the Contractor of a form of contract for execution unless an extension of time is granted to the Contractor in writing. Bonds shall be in amount of the Contract Price for the Work included in the Bid.

The Contract shall be made in the form adopted by the City, which includes the provision that 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. If the Contractor fails to enter into the contract as herein provided, the award may be annulled. An award may be made to the next contractor on the shortlist who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

The Contractor shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

**19. 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 3-9 "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms. The signing of the Contract 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 Contract Documents.

**20. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.

**20.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.

- 20.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 20.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 20.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 20.5.** 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.
- 20.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 20.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

## AGREEMENT

**FOR  
CONSTRUCTION SERVICES  
BETWEEN  
THE CITY OF SAN DIEGO  
AND  
CLIMATEC LLC**

This sole-source construction contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City" and **Climatec LLC**, herein called "Contractor" for the purpose of designing (when required) and constructing projects **Civic Center Complex Retrocommissioning**, Bid No. **K-20-1855-SLS-1-A** in the amount of **\$228,000** at the direction of the City Engineer. The City and the Contractor are referred to herein as the "Parties."

### RECITALS

- A. The City desires to construct the project identified in Section 1, Description of Work.
- B. The City desires to contract with a single entity for Construction Services, as set forth in this agreement.
- C. The City has selected the Sole-Source Contractor to perform, either directly or with Subcontracts hereinafter defined, the design, engineering, and construction services set forth in this agreement and the Contract Documents.
- D. The Contractor is ready, willing, and able to perform the construction services required as specified in the Scope of Work and Services section of this agreement and in accordance with the terms and conditions of this agreement and under the direction of the Engineer.

In consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

### AGREEMENT

- A. The above referenced recitals are true and correct and are incorporated into this agreement by this reference.
- B. Exhibits referenced in this agreement are incorporated into the Agreement by this reference.
- C. 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.
- D. This agreement incorporates the Standard Specifications for Public Works Construction (The 2018 GREENBOOK), including those amendments set forth in the City of San Diego Supplement (The 2018 WHITEBOOK). All changes, additions, or both are stated herein and all other provisions remain unchanged.
- E. The Contractor shall comply with City's Equal Opportunity Contracting Program Requirements set forth in the Contract Documents. See The WHITEBOOK Part 0.



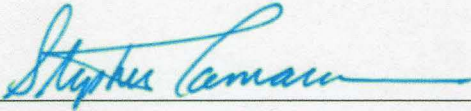
- F. The Contractor, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Agreement can be executed.
- G. Upon award, amendment, renewal, or extension of such contracts, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of City Municipal Code §22.3004.
- H. The Contractor shall ensure that all Subcontractors complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. The Contractor shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City Municipal Code §22.3004.
- I. The Contractor's attention is directed to the provisions of the State of California Labor Code §1776 (Stats. 1978, Ch. 1249). The Contractor shall be responsible for the compliance with these provisions by Subcontractors.
- J. This contract is effective as of the date the City issued the Contractor a written notice to proceed (NTP), or the date of the last signatory below, whichever occurred first.
- K. The Contractor shall complete the work to be performed under this agreement and shall achieve Acceptance within the specified number of Working Days stated in Section 3 herein, from the NTP unless authorized otherwise by the Engineer. Time is of essence for the completion of the Work and the Project has critical milestones to be met as described herein.
- L. This contract is for a firm price including Lump Sum and Unit Price items. The City shall pay the Contractor for performance of the Work in accordance with Section 9, "Measurement and Payment" of the specifications.
- M. During the final design process (if any), if the Contractor modifies the Project such that a revision of the environmental document is required, the Contractor shall be responsible for all work required for implementing a revision, including preparation of revised documentation and coordination with City staff. Work shall not proceed on the project until the environmental requirements are met to the satisfaction of the City. There shall be no additional time allowed in the contract for processing and approval of revised permit documents.
- N. Prior to the issuance of the NTP, or as required by the City, the Contractor shall:
  - a) file surety bonds with the City to be approved by the City in the amounts and for the purposes noted herein or as may be specified in the Supplemental Special Provisions, and
  - b) Obtain the required insurance in accordance with 5-4, "INSURANCE", and any additional insurance as may be specified in the Supplemental Special Provisions.

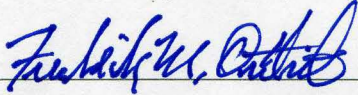


**IN WITNESS WHEREOF**, this Agreement is executed by the City of San Diego, acting by and through its Mayor or designee, pursuant to the contract provisions of City Charter §94 authorizing such execution, and by the Contractor.

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM**

By 

Mara W. Elliott, City Attorney  
By 

Print Name: Stephen Samara  
Principal Contract Specialist  
Public Works Department

Print Name: FREDERICK M. ORTLIEB  
Deputy City Attorney

Date: 4/14/2020

Date: 5/5/20

**CONTRACTOR**

By Vince Scalise  
Digitally signed by Vince Scalise  
DN: cn=US, e=vscalise@climastec.com, o=Climastec,  
LLC, ou=Building Automation, cn=Vince Scalise  
Reason: I am approving this document  
Date: 2019.12.03 05:12:15-08'00'

Print Name: Vince Scalise

Title: Branch Manager

December 3, 2019  
Date: \_\_\_\_\_

City of San Diego License No.: \_\_\_\_\_

State Contractor's License No.: 991066



## PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

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

Climatec LLC, a corporation, as principal, and  
Liberty Mutual Insurance Company, 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 Two Hundred  
Twenty Eight Thousand Dollars and Zero Cents (\$228,000.00), for the faithful performance of the  
annexed contract, and in the sum of Two Hundred Twenty Eight Thousand Dollars and Zero Cents  
(\$228,000.00), for the benefit of laborers and materialmen designated below.

#### Conditions:

If the Principal shall faithfully perform the annexed contract with the 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.



**PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND (Continued)**

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

Dated December 5, 2019

Approved as to Form

Climatec LLC

Principal

By Jameen Hamblee

Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By Faith M. Curtis  
Deputy City Attorney

Liberty Mutual Insurance Company

Surety

By Adrienne C. Stevenson  
Attorney-in-fact  
Adrienne C. Stevenson

Approved:

By Stephen Samara  
Stephen Samara  
Principal Contract Specialist  
Public Works Department

Marsh USA, Inc.; 633 W. 5th Street

Local Address of Surety

Los Angeles, California 90071

Local Address (City, State) of Surety

213-346-5724

Local Telephone No. of Surety

Premium \$ 570.00

Bond No. 285062179



State of Georgia }  
County of Fulton } ss:

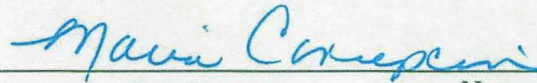
On December 5, 2019, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Adrienne C. Stevenson

known to me to be Attorney-in-Fact of Liberty Mutual Insurance Company  
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires August 23, 2021



Maria Concepcion

Notary Public







This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201331

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Adrienne C. Stevenson all of the city of Atlanta, state of GA each individually if there be more than one named, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the above-referenced surety bond.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of May, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 30th day of May, 2019, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of December, 2019.



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00am and 4:30pm EST on any business day.

**EXHIBIT A**

**DRUG-FREE WORKPLACE CERTIFICATION**

## **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.



**EXHIBIT B**

**AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION**

## CONTRACTOR CERTIFICATION

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### AMERICANS 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 Americans with Disabilities Act (ADA) outlined in the WHITEBOOK, Section 5-1.2, "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.

**EXHIBIT C**

**CONTRACTORS STANDARDS – PLEDGE OF COMPLIANCE**

## CONTRACTOR CERTIFICATION

---

### 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 bid/proposal, 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"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

**EXHIBIT D**

**EQUAL BENEFITS ORDINANCE CERTIFICATION**

## **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.



**EXHIBIT E**

**AFFIDAVIT OF DISPOSAL**

**AFFIDAVIT OF DISPOSAL**

**(To be submitted upon completion of Construction pursuant to the contracts Certificate of Completion)**

**WHEREAS**, on the \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_ the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

**Civic Center Complex Retrocommissioning**

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-20-1855-SLS-1-A**; SAP No. (WBS/IO/CC) **21004489**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

\_\_\_\_\_  
\_\_\_\_\_

**NOW, THEREFORE**, in consideration of the final payment by the City of San Diego to said Contractor under the terms of said contract, the undersigned Contractor, does hereby affirm that all surplus materials as described in said contract have been disposed of at the following location(s)

\_\_\_\_\_  
\_\_\_\_\_

and that they have been disposed of according to all applicable laws and regulations.

Dated this \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_  
Contractor

**ATTEST:**

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared \_\_\_\_\_ known to me to be the \_\_\_\_\_ Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State

**EXHIBIT F**

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

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

State of California

County of San Diego

The bidder, being first duly sworn, deposes and says that he or she is authorized by the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, 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 bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid 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, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

**EXHIBIT G**

**CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

**CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder 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 Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
  
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder 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

Contractor Name: Climtec, LLC

Certified By Vince Scalise Title Branch Manager  
Name  
  
Signature Date \_\_\_\_\_

**USE ADDITIONAL FORMS AS NECESSARY**

**EXHIBIT H**

**MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**

## MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM

### BIDDER/PROPOSER INFORMATION

Climatec, LLC			
Legal Name	DBA		
13715 Stowe Dr	Poway	CA	92064
Street Address	City	State	Zip
Brendon Burrola	619-838-0884		
Contact Person, Title	Phone	Fax	

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.

Brendon Burrola	Account Executive
Name	Title/Position
Poway, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Bids & proposals	
Interest in the transaction	
Art Silva	Project Manager
Name	Title/Position
Poway, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Project Manager	
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.

<b>Vince Scalise/Branch Manager</b>		<b>05/06/2020</b>
Print Name, Title	Signature	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.**



**EXHIBIT I**

**FORMS**

**LIST OF SUBCONTRACTORS**

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Bidder 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. Failure to comply with this requirement may result in the Bid being rejected as non-responsive. The Contractor is to list only one Subcontractor for each portion of the Work. The Bidder's attention is directed to the Special Provisions - Section 3-2, "SELF-PERFORMANCE", which stipulates the percentage of the Work to be performed with the Bidder's own forces. The Bidder is to also list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which the Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED <sup>ⓐ</sup>	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Drake Integrations, LLC</u> Address: <u>2515 Camino Del Rio South Suite 338</u> City: <u>San Diego</u> State: <u>California</u> Zip: <u>92108</u> Phone: <u>(760) 707-7379</u> Email: <u>finlay@drakeintegrations.com</u>	Constructor	1000037781	Programming & Integration	\$73,950	SLBE ELBE	CITY	
Name: <u>Electronic &amp; Telecom Systems, Inc.</u> Address: <u>5713 Desert View Drive</u> City: <u>La Jolla</u> State: <u>California</u> Zip: <u>92037</u> Phone: <u>(858) 999-5348</u> Email: <u>scabaj@etsys.com</u>	Constructor	1015702	Low Voltage Electrical Wiring and Installation	\$17,660	MBE DBE SLBE DBE	CPUC CALTRANS CITY SBA	

- ⓐ As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- |   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |
- ⓑ As appropriate, Bidder shall indicate if Subcontractor is certified by:
- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission               | CPUC   |  |          |
| State of California's Department of General Services | CADoGS | City of Los Angeles                              | LA       |
| State of California                                  | CA     | U.S. Small Business Administration               | SBA      |

**The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.**

**NAMED EQUIPMENT/MATERIAL SUPPLIER LIST**

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES <b>(MUST BE FILLED OUT)</b>	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>①</sup>	WHERE CERTIFIED <sup>②</sup>
Name: <u>Air Treatment Corporations</u> Address: <u>3821 Calle Fortunada Suite C</u> City: <u>San Diego</u> State: <u>California</u> Zip: <u>92123</u> Phone: <u>(858) 569-5256</u> Email: <u>Dreeves@airtreatment.com</u>	Materials	\$20,670	YES	NO		
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE,SLBE and ELBE):

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC		
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

**The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.**

**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 bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): <i>Bidders</i> and <i>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</i> awards, 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 Bidder 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

**IMPORTANT NOTICE:** If Bidder 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 Bidder or other interested person is an individual, state first and last names in full.


The Bidder, 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.

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

Contractor Name: CLIMATEC, LLC

Certified By Vince Scalise Title Branch Manager  
  
Vince Scalise Date \_\_\_\_\_  
 Signature

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

Names of the Principal individual owner(s)  
**FOR SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS**

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder 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
Travis Lee	Owner

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Finlay Drake	Owner

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Steven Cabaj	Owner

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Dan Reeves	Sales Engineer

Contractor Name: CLIMATEC, LLC

Certified By Vince Scalise Title Branch Manager

Name Vince Scalise Date \_\_\_\_\_  
Digitally signed by Vince Scalise  
 DN: cn=US, email=vscalise@climatec.com, o="Climatec, LLC",  
 ou=Building Automation, cn=Vince Scalise  
 Reason: I am approving this document  
 Date: 2019.12.04 19:40:37-0800'  
 Signature

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

**EXHIBIT J**

**SUPPLEMENTARY SPECIAL PROVISIONS**

## **SUPPLEMENTARY SPECIAL PROVISIONS**

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

- 1) The **2018 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
- 2) The **2018 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
  1. General Provisions (A) for all Construction Contracts.

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### **SECTION 1 – GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS**

- 1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", item 54, "Normal Working Hours", ADD the following:  
The **Normal Working Hours** are **7:00 AM to 5:00 PM.**

### **SECTION 3 – CONTROL OF THE WORK**

- 3-2 SELF-PERFORMANCE.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
1. The self-performance percentage requirement will be waived for Prime Contractors meeting the Class B License requirement of this Contract.

### **SECTION 4 - CONTROL OF MATERIALS**

- 4-3.6 Preapproved Materials.** To the "WHITEBOOK", ADD the following:
3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.

### **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.

**5-4.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).**

1. For Contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), and etc.) by you, you shall keep or require all of your employees or Subcontractors, who provide professional engineering services under this contract, Professional Liability coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate in full force and effect.
2. You shall ensure the following:
  - a) The policy retroactive date is on or before the date of commencement of the Project.
  - b) The policy will be maintained in force for a period of 3 years after completion of the Project or termination of this Contract, whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
  - a) Certify this to the City in writing and
  - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.

**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.

**5-13 ELECTRONIC COMMUNICATION.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Virtual Project Manager shall be used on this Contract.
2. You shall post all communications addressed to the Engineer concerning construction including RFIs, submittals, daily logs including the Weekly Statement of Working Days (WSWD), Storm Water, and transmittals to the Virtual Project Manager (VPM) website established for the Projects. This shall not supersede any Federal requirements.
3. Maintain a list of scheduled activities including planned and actual execution dates for all major construction activities and milestones defined in the approved Schedule.
4. Review and act on all communications addressed to you in the VPM project website.
5. A user's guide to the VPM system is available on the City's website and shall be provided to you at the Pre-construction Meeting. Refer to the VPM training videos and forms at the location below:  
  
<https://www.sandiego.gov/publicworks/edocref>
6. Submit the Sensitive Information Authorization Acknowledgement Form and VPM User Agreement located in the VPM user's guide at the Pre-construction Meeting.

## SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

**6-1.1 Construction Schedule.** To the “WHITEBOOK”, item 1, subsection “s”, ADD the following:

- iii. The Engineer may refuse to recommend the whole or part of any monthly payment if, in the Engineer’s opinion, your failure or refusal to provide the required Schedule and cash flow forecast information precludes a proper evaluation of your ability to complete the Project within the Contract Time and amount.

**6-1.5.2 Excusable Non-Compensable Delays.** To the “WHITEBOOK”, DELETE in its entirety.

**ADD:**

**6-1.5.2 Excusable Non-Compensable and Concurrent Delays.**

1. The City shall only issue an extension of time for Excusable Delays that meet the requirements of 6-4.2, “Extensions of Time” for the following circumstances:
  - a) Delays resulting from Force Majeure.
  - b) Delays caused by weather.
  - c) Delays caused by changes to County, State, or Federal law.
2. When a non-excusable delay is concurrent with an Excusable Delay, you shall not be entitled to an extension of Contract Time for the period the non-excusable delay is concurrent with the Excusable Delay.
3. When an Excusable Non-Compensable Delay is concurrent with an Excusable Compensable Delay, you shall be entitled to an extension of Contract Time, but shall not be entitled to compensation for the period the Excusable Non-Compensable Delay is concurrent with the Excusable Compensable Delay.

**6-4.2 Extensions of Time.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract Time shall not be modified except by Change Order.
2. You shall notify the City in writing within **1 Working Day** after the occurrence and discovery of an event that impacts the Project Schedule.
  - a) If you believe this event requires a Change Order, you shall submit a **written Change Order request with a report** to the City that explains the request for Change Order within **5 Working Days**. The Change Order request must include supporting data, a general description of the discovery, the basis for extension, and the estimated length of extension. The City may grant an extension of time, in writing, for the Change Order request if you require more time to gather and analyze data.

3. The Engineer shall not grant an extension of Contract Time in accordance with 6-1.5, "Excusable Delays" unless you demonstrate, through an analysis of the critical path, the following:
  - a) The event causing the delay impacted the activities along the Project's critical path.
  - b) The increases in the time to perform all or part of the Project beyond the Contract Time arose from unforeseeable causes beyond your control and without your fault or negligence and that all project float has been used.
4. Any modifications to the Contract Time will be incorporated into the weekly document that the Engineer issues that stipulates the Contract Time. If you do not agree with this document, submit to the Engineer for review a written protest supporting your objections to the document within **30 Calendar Days** after receipt of the statement. Your failure to file a timely protest shall constitute your acceptance of the Engineer's weekly document.
  - a) Your protest will be considered a claim for time extension and shall be subject to 2-10.1, "Claims".

**6-6.4** **Written Notice and Report.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Your failure to notify the Resident Engineer within **1 Working Day** OR provide a Change Order request within **5 Working Days** after the event, in accordance with 6-4.2, "Extensions of Time", will be considered grounds for refusal by the City to consider such request if your failure to notify prejudices the City in responding to the event.

**ADD:**

**6-6.1.1** **Environmental Document.**

1. The City of San Diego has prepared a Notice of Exemption for **San Diego Civic Center Complex Retrocommissioning**, Project No. **21004489**, as referenced in the Contract Appendix. You shall comply with all requirements of the Notice of Exemption and Notice of Right to Appeal Environmental Determination as set forth in **Exhibit L**.
  2. Compliance with the City's environmental document shall be included in the Contract Price.
-

**EXHIBIT K**

**PROPOSAL**

**PROPOSAL**

To the City of San Diego:

In accordance with the Contractors proposal, the specifications and requirements on file with the City Clerk and the Contract documents, 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 bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid 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 bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, 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 bid price of the contractor or any other contractor, or to fix any overhead, profit, or cost element of the bid 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 bid are true; and, further, that the contractor has not, directly or indirectly, submitted his or her bid 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, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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 bid 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.

**IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:**

- (1) Name under which business is conducted \_\_\_\_\_
- (2) Signature (Given and surname) of proprietor \_\_\_\_\_
- (3) Place of Business (Street & Number) \_\_\_\_\_
- (4) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_
- (5) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

**IF A PARTNERSHIP, SIGN HERE:**

- (1) Name under which business is conducted \_\_\_\_\_



(2) Name of each member of partnership, indicate character of each partner, general or special (limited):

\_\_\_\_\_  
\_\_\_\_\_

(3) Signature (Note: Signature must be made by a general partner)

\_\_\_\_\_

Full Name and Character of partner

\_\_\_\_\_  
\_\_\_\_\_

(4) Place of Business (Street & Number) \_\_\_\_\_

(5) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_

(6) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

**IF A CORPORATION, SIGN HERE:**

(1) Name under which business is conducted \_\_\_\_\_

(2) Signature, with official title of officer authorized to sign for the corporation:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title of Officer)

(Impress Corporate Seal Here)

(3) Incorporated under the laws of the State of \_\_\_\_\_

(4) Place of Business (Street & Number) \_\_\_\_\_

(5) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_

(6) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

**THE FOLLOWING SECTIONS MUST BE FILLED IN**

The Contractor holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION \_\_\_\_\_

LICENSE NO. \_\_\_\_\_ EXPIRES \_\_\_\_\_, \_\_\_\_\_

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: \_\_\_\_\_

\_\_\_\_\_

TAX IDENTIFICATION NUMBER (TIN): \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**THIS PROPOSAL MUST BE NOTARIZED BELOW:**

I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature \_\_\_\_\_ Title \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_

\_\_\_\_\_

(NOTARIAL SEAL)

## PROPOSAL

The contractor agrees to the construction of **Civic Center Complex Retrocommissioning**, for the City of San Diego, in accordance with these contract documents for the prices listed below:

Item No.	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
1.	1	LS	238220	Exhibit M	Golden Hall Secondary Chilled Water Pump Scheduling and Speed Control (Measure 2)	\$6,894	\$6,894
2.	1	LS	238220	Exhibit M	Convert Primary and Secondary Variable Chilled Water Flow (Measure 3)	\$9,192	\$9,192
3.	1	LS	238220	Exhibit M	Condenser Water Supply Temp Setpoint Reset (Measure 4)	\$4,596	\$4,596
4.	1	LS	238220	Exhibit M	CAB Economizer Repair (Measure 6)	\$21,812	\$21,812
5.	1	LS	238220	Exhibit M	Single Duct AHU Supply Air Temp Reset and Scheduling (Measure 7)	\$26,426	\$26,426
6.	1	LS	238220	Exhibit M	CAB Dual Duct AHU- Implement Optimal Cold Deck Reset and Shut Off Heating Coil to Hot Deck (Measure 8)	\$6,894	\$6,894
7.	1	LS	238220	Exhibit M	Golden Hall Single Zone AHU CAV to VAV (Measure 9)	\$36,464	\$36,464
8.	1	LS	238220	Exhibit M	Provide Isolation Dampers for 11th Floor Council Chambers (Measure 10)	\$40,264	\$40,264
9.	1	LS	238220	Exhibit M	Plaza Hall VAV AHU Static Pressure Setpoint (Measure 11)	\$5,447	\$5,447
10.	1	LS	238220	Exhibit M	Economizer Repair (Measure 12)	\$59,256	\$59,256
11.	1	AL		7-4.1	City Contingency	\$10,755	\$10,755
<b>TOTAL BASE PRICE:</b>							<b>\$228,000</b>

TOTAL PRICE (Items 1 through 11 inclusive) amount written in words:

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

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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.

Contractor: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Place of Business: \_\_\_\_\_

Place of Residence: \_\_\_\_\_

Signature: \_\_\_\_\_

- A. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- B. All extensions of the unit prices will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- C. In the case of inconsistency or conflict, between the sums of the Extensions and the total, the sum of the Extensions shall govern.

**EXHIBIT L**  
**NOTICE OF EXEMPTION**

**EXHIBIT M**

**PROJECT DESCRIPTION, BUILDING CONTROL SYSTEM DESCRIPTION, SCOPE  
OF WORK REQUIREMENTS BY MEASURE AND EXHIBITS**

## NOTICE OF EXEMPTION

(Check one or both)

TO:  RECORDER/COUNTY CLERK  
P.O. BOX 1750, MS A-33  
1600 PACIFIC HWY, ROOM 260  
SAN DIEGO, CA 92101-2422

FROM: CITY OF SAN DIEGO  
PLANNING DEPARTMENT  
9485 AERO DRIVE, MS 413  
SAN DIEGO, CA 92123

\_\_\_\_ OFFICE OF PLANNING AND RESEARCH  
1400 TENTH STREET, ROOM 121  
SACRAMENTO, CA 95814

PROJECT NO.: N/A

PROJECT TITLE: San Diego Civic Center Complex Retrocommissioning

PROJECT LOCATION-SPECIFIC: San Diego Civic Center Complex in the Downtown Community Planning Area, Council District 3. The San Diego Civic Center Complex consists of:

1. City Administration Building (CAB), 202 C Street, San Diego, CA 92101
2. City Operations Building (COB), 1222 First Avenue, San Diego, CA 92101
3. Golden Hall, 202 C Street, San Diego, CA 92101
4. Plaza Hall, 202 C Street, San Diego, CA 92101
5. San Diego Civic Theatre, 1100 Third Avenue, San Diego, CA 92101

DESCRIPTION OF PROJECT: Implementation of ten (10) retrocommissioning measures at the San Diego Civic Center Complex to improve building performance, reduce energy usage, lengthen equipment life, and improve indoor air quality and occupant comfort. These retrocommissioning measures were identified through the San Diego Retrocommissioning (RCx) Program which is a systematic process for improving and optimizing a building's operations and supporting these improvements with enhanced documentation and training. The scope of work requires upgrades to the existing HVAC system to replace outdated equipment and was based on information in the San Diego HOPPS RCx Program Investigation Report. Implementation of this project will help the City of San Diego meet its Climate Action Plan goals. The measures are as follows:

1. **Measure 2:** Change the schedule of one of the chilled water pumps at Golden Hall to a central plant schedule and vary the pump speed.
2. **Measure 3:** Reinstigate variable primary flow as well as design chilled water supply and return temperatures in primary loop as originally intended. Add a differential pressure reset on the secondary loops associated with each of the five building (10 total pumps for a total of 290 HP).
3. **Measure 4:** Install a wet bulb temperature sensor and implement a condenser water supply temperature setpoint reset strategy based upon the outside wet bulb temperature.
4. **Measure 6:** Replace the existing pneumatic actuators with BMS connected DDC electronic actuators and reconfigure the economizer operation.
5. **Measure 7:** Implement an optimum supply air temperature reset strategy and change the scheduling of the air handling units.
6. **Measure 8:** In CAB, reset the hot and cold duct supply air temperatures based on outside air temperature.
7. **Measure 9:** Install VFDs on AC 1 and 2 in Golden Hall to reduce airflow during periods of low cooling load.



- 8. **Measure 10:** In CAB, install a pair of isolation dampers in each of the hot and cold supply air ducts directly below the branch takeoff to the council chambers and install static pressure sensors in the ductwork on the 11th floor to control the supply fan drives.
- 9. **Measure 11:** Implement a static pressure setpoint reset strategy for Plaza Hall's air handling unit AHU1E & AHU1W and modulate the supply fan speeds based on duct static pressure set point.
- 10. **Measure 12:** Replace the disconnected pneumatic actuators with BMS connected DDC actuators to allow the systems to maximize free cooling, and optimize the economizer operation for the following units: Golden Hall (AC1, AC2, AC6A, and AC6B), Plaza Hall (AHU1E, AHU1W), COB (AH2, SF1, SF2), and San Diego Civic Theatre (S1).

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego Sustainability Department; Contact: Doran Aivati, Associate Engineer – Civil; 9601 Ridgehaven Court, Suite 120, San Diego, CA 92123; (858) 627-3339.

EXEMPT STATUS: (CHECK ONE)

- MINISTERIAL (\_\_\_\_\_)
- DECLARED EMERGENCY [SEC. 15269 (A)]
- EMERGENCY PROJECT [SEC. 15269 (B) AND (C)]
- CATEGORICAL EXEMPTION: SECTION 15301 (EXISTING FACILITIES) AND SECTION 15302(C)(REPLACEMENT OR RECONSTRUCTION)
- OTHER:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an environmental review that determined the project would not have the potential for causing a significant effect on the environment pursuant to State CEQA Guidelines Section 15301 (Existing Facilities), which consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features involving negligible or no expansion of existing or former use; and Section 15302(c) (Replacement or Reconstruction) which allows for the replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity. The exceptions listed in CEQA Guidelines Section 15300.2 would not apply in that no cumulative impacts were identified; no significant effects on the environment were identified; the project is not adjacent to a scenic highway; no historical resources would be affected by the action; and the project was not identified on a list of hazardous waste sites pursuant to Section 65962.5 of the Government Code.

CONTACT PERSON: Rebecca Malone, Senior Planner

TELEPHONE: (619) 446-5371

IF FILED BY APPLICANT:

- 1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.
- 2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?  
 YES       NO



SENIOR PLANNER

MAY 31, 2019

SIGNATURE/TITLE

DATE

CHECK ONE:

- SIGNED BY LEAD AGENCY
- SIGNED BY APPLICANT

DATE RECEIVED FOR FILING:

**PROJECT DESCRIPTION, BUILDING CONTROL SYSTEM DESCRIPTION, SCOPE OF WORK  
REQUIREMENTS BY MEASURE AND EXHIBITS**

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2. Building Control System Description
3. Scope of Work Requirements by Measure
  - 3.1. Measure 2: Golden Hall Secondary Chilled Water Pump Scheduling and Speed Control
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  - 3.3. Measure 4: Condenser Water Supply Temperature Setpoint Reset
  - 3.4. Measure 6: City Administration Building (CAB) Economizer Repair and Scheduling
  - 3.5. Measure 7: Single Duct Air Handling Unit Supply Air Temperature (SAT) Reset and Scheduling
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  - 3.8. Measure 10: Provide Isolation Dampers for City Administration Building Council Chambers
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## 1. Project Description

The San Diego Civic Center Complex (SDCCC) consists of five (5) downtown buildings including the City Administration Building (CAB), City Operations Building (COB), Golden Hall (GH), Plaza Hall (PH), and Civic Theatre (CT). The facility is located at 202 C Street, San Diego, CA 92101.

A utility sponsored Retrocommissioning investigation performed by SC Engineers identified twelve measures, ten of these measures were selected for implementation. The City of San Diego is requesting proposals to implement these selected measures per the SDRCx Hopps Retrocommissioning Program guidelines at the City of San Diego Civic Center Complex.

## 2. Building Control System Description

Currently, building HVAC control is provided by a TAC Direct Digital Control (DDC) system. The chilled water plant is served by a Tracer Summit BCU programmable digital controller. The heating hot water plant is controlled through a Barber-Colman pneumatic system. A TAC Xenta 401 control panel ties together the Tracer DDC and Barber-Colman control systems for the central plant as well as the five Civic Center buildings. A front-end computer in the facility office hosts a TAC Vista workstation where facility engineers can control and monitor the HVAC equipment.

Refer to the Exhibits for additional detail regarding the facility HVAC system.

## 3. Scope of Work Requirements by Measure

The project consists of implementation of ten RCx measures as follows:

### 3.1. Measure 2: Golden Hall Secondary Chilled Water Pump Scheduling and Speed Control

- 1) The chilled water for Golden Hall is provided by two secondary chilled water pumps(P13/P14) operating on VFD's. Each pump rotates lead/lag status on a monthly basis. Trend data indicates that one of the secondary pumps is operating at constant 95% speed all of the time while the other pump exhibits proper speed modulation.
- 2) The proposed measure includes revisions to programming to modulate the Golden Hall secondary chilled water pump which is operating at constant speed to maintain building CHW differential pressure setpoint of 10 psi (adjustable) as sensed by a differential pressure sensor located at the end of the Golden Hall building CHW loop.
- 3) Provide cost for the following:
  - a. DDC programming
  - b. Functional Performance Testing witnessed by SC Engineers.
  - c. Set up and collection of a minimum 14-day trend verification of indicated points. Trend data must include one week of trends for both pumps. Coordinate with the Facility team as needed.

**3.2. Measure 3: Convert Primary and Secondary Variable Chilled Water Flow**

- 1) The recorded sequence of operation provided in Exhibit 2 indicates that “the Primary CHW pump VFD’s shall modulate to maintain the chiller CHW return temperature (entering the chillers) in the primary loop 1°F (adjustable) lower than the common CHW return temperature (CHWR from the buildings). Upon failure of either of the temperature sensors, the CHW pump VFD’s shall modulate to maintain 100 gpm (adjustable) across the CHW bypass line (decoupler) in the primary flow direction as indicated by the installed flow meter.”
- 2) Trend data collected during the investigation indicates that the chilled water flows in the reverse direction in the CHW decoupler line and causes over pumping of chilled water in secondary chilled water loops.
- 3) Provide cost for the following:
  - a. Calibration of the flow meter and direction sensor in the decoupler line
  - b. Revise DDC programming to include the backup CHW pump flow sequence as the primary – “the CHW pump VFD’s shall modulate to maintain 100 gpm (adjustable) across the CHW bypass line (decoupler) in the primary flow direction as indicated by the installed flow meter.”
  - c. Implement a static pressure reset strategy for each of the five CHW secondary loops. Use trim and respond logic to keep the worst case CHW valve in the loop open more than 85%.
  - d. Functional Performance Testing witnessed by SC Engineers.
  - e. Set up and collection of a minimum 14-day trend verification of indicated points.

**3.3. Measure 4: Condenser Water Supply Temperature Setpoint Reset**

- 1) The Condenser water supply temperature set point is fixed at 78°F.
- 2) The proposed measure includes implementation of control sequencing to reset condenser water supply temperature setpoint based upon ambient wet bulb temperature. The updated sequence shall reset condenser water supply temperature using a 5 °F approach to the outdoor wet bulb temperature. The minimum condenser water supply temperature shall be per the chiller manufacturer’s recommendations.
- 3) Provide cost for the following:
  - a. Revised sequence of operations and DDC programming
  - b. Functional Performance Testing witnessed by SC Engineers.

- c. Set up and collection of a minimum 14-day trend verification of indicated points.

**3.4. Measure 6: City Administration Building (CAB) Economizer Repair and Scheduling**

- 1) The economizer damper actuators for the main air handling unit serving the City Administrative Building were found to be disconnected and the associated dampers locked in place. The measure proposes replacement of the disconnected pneumatic actuators with BMS connected DDC actuators and replacement of outside air, mixed air, and relief air dampers to allow the systems to maximize free cooling.
- 2) Air Handling Unit (AH-1): 2 supply fans- 125HP each; design supply air flow- 2\*78,500 CFM; One return fan- 50hp; return air flow- 132,000 CFM
- 3) Provide costs for the following:
  - a. Replacement of a pneumatic damper actuators with DDC actuators. Integration of actuator command into the TAC Vista control system.
  - b. Calibration of AHU return air temperature sensors, return air humidity sensors, mixed air temperature sensors, and the campus outside air temperature and humidity sensors.
  - c. Completely replace the outside air, mixed air, and relief air dampers.
  - d. Recommissioning of the economizer system per the record sequence of operation found in Exhibit B.
  - e. Update DDC programming to turn off the air handling unit from 2AM to 4AM
  - f. Provide Functional Performance Testing witnessed by SC Engineers.
  - g. Provide minimum 14-day trend verification of indicated points.

**3.5. Measure 7: Single Duct Air Handling Unit Supply Air Temperature (SAT) Reset and Scheduling**

- 1) Cooling for Golden Hall, Plaza Hall, and City Operations Buildings is provided by various single duct AHU's. Trend data indicate that supply air temperature of several single duct air handling units increases with an increase in outside air temperature and other units are operating with a sub-optimal reset strategy. For the majority of air handling units operating with a reset strategy, trend data indicates that the supply air temperature only resets from 60°F to 66°F. The recorded sequence of operations intended to reset supply air temperature set points between 55°F to 65°F. The measure proposes implementation of an optimum supply air temperature reset strategy and scheduling of air handling units.

- 2) Applicable air handling units:
- a. GH AC3: SAT setpoint reset (5 HHW reheats, 4 DDC zone sensors control reheats, one independent pneumatic Tstat)
  - b. GH AC4: SAT setpoint reset and scheduling (4 HHW reheats and 5 electric reheats, all reheats are controlled by Tstats- independent of DDC system, setpoint currently fixed at 60°F)
  - c. GH AC5: SAT setpoint reset and scheduling (1 HHW Reheat and 6 electric reheats; electric reheats are independent of DDC; SAT Temp is intended to reset based on lobby temp and HHW valve position)
  - d. GH AC6A: SAT setpoint reset (One DDC zone sensor in Copper Room  
  
#228; setpoint is intended to reset based on room temp.)
  - e. GH AC6B: SAT setpoint reset (One DDC zone sensor in Copper Room  
  
#227; setpoint is intended to reset based on room temp.)
  - f. GH AC7: SAT setpoint reset and scheduling (6 HHW reheats and 2 electric reheats; all reheats are controlled by their own Tstat's independent of DDC system; SAT currently fixed at 60°F)
  - g. GH AC8: SAT setpoint reset (4 HHW reheats; three connected to DDC; one controlled by independent pneumatic Tstat; SAT is intended to reset based on zone temp)
  - h. PH AHU 1E: SAT setpoint reset and scheduling (two DDC zone sensors; setpoint intended to reset based on average of two zone temperatures)
  - i. PH AHU 1W: SAT setpoint reset and scheduling (two DDC zone sensors; setpoint is intended to reset based on average of two zone temperatures)
  - j. COB AH2: SAT setpoint reset (reheats independent of DDC, SAT resets based on Fire station dorm temperature; revise sequence to reset based on OSA temp)

- 4) Provide costs for the following:
  - a. Revised sequence of operation to implement reset strategies which result in the effective demand based setpoint changes.
  - b. Provide Functional Performance Testing witnessed by SC Engineers.
  - c. Provide minimum 14-day trend verification of indicated points.

**3.6.** Measure 8: City Administration Building- Dual Duct Air Handling Unit- Implement Optimal Cold Deck Reset and Shut Off Heating Coil to Hot Deck

- 1) City Administration Building is served by a single dual duct air handling unit located on the 13th floor.
- 2) The intent of the measure is to establish a heating coil lockout to prevent the coil from operating during low load conditions and implement a cold duct supply temperature reset based on outside air temperatures.
- 3) The lockout shall be based on outside air temperature and shall disable the heating coil for all outside air temperatures above 65°F
- 4) The cold duct supply air temperature setpoint shall be reset linearly with 65°F when the outside air temperature is below 60°F and be 55°F when outside air is above 80°F.
- 5) Provide costs for the following:
  - a. Revised sequence of operation.
  - b. Provide Functional Performance Testing witnessed by SC Engineers.
  - c. Provide minimum 14-day trend verification of indicated points.

**3.7.** Measure 9: Golden Hall Single Zone AHU CAV to VAV Conversion

- 1) Golden Hall AC 1 and AC2 are identical units, each serving half of the Golden Hall auditorium. Both units are operating as constant volume systems.
- 2) The intent of the measure is to install VFD's on the unit's supply fans and modulate supply fan airflow, cooling coil valve, and heating coil valve to meet the supply air temperature setpoint.
- 3) The Golden Hall air handlers that require new VFD's currently have inlet guide vanes on both sides of the fan inlet. Retain the inlet vanes and lock them in place to the position associated with peak efficiency (Provide robust in place abandonment).
- 4) In heating mode, the heating valves shall modulate from minimum position to 100% open with the VFD operating at minimum position. If the reheat valve is 100% open and room temperature is lower than the actual heating setpoint, the supply fan will ramp from the minimum heating CFM setpoint to maximum heating CFM setpoint in order to maintain the room temperature setpoint.

- 5) In cooling mode, the cooling coil valve will modulate from minimum position to the minimum cooling supply air temperature and the VFD speed will reset to minimum. If the cooling coil valve is 100% open and room temperature is higher than the actual cooling setpoint, the supply fan will ramp from the minimum cooling CFM to maximum CFM in order to maintain the room temperature setpoint.
- 6) Provide cost for the following:
  - a. Revise sequence of operation
  - b. Installation of motor VFD's (60HP) \*2 and motor replacement with premium efficiency, inverter duty motors
  - c. DDC Point Mapping and programming\*2
  - d. Provide Functional Performance Testing witnessed by SC Engineers.
  - e. Provide minimum 14-day trend verification of indicated points.

**3.8. Measure 10: Provide Isolation Dampers for City Administration Building Council Chambers**

- 1) The City Administration Building is served by a single dual duct air handling unit located on the building's 13th floor. The building houses the mayor's office and city council chambers and on the 11th and 12th floor, respectively. During after-hours council chambers meetings, the air handling unit operates to supply conditioned air to the entire building, despite the majority of the building being unoccupied.
- 2) The intent of the measure will be to isolate air supply to the mayor's office and council chambers the remainder of the building during after-hours council meetings using isolation dampers and air handling unit override control.
- 3) The measure includes the following scope items:
  - a. Install DDC isolation dampers in the hot and cold deck supply air ductwork between the 10th and 11th floor supply duct branches.
  - b. Install a DDC duct static pressure sensor in the 11th floor branch ductwork and integrate into the TAC Vista DDC system.
  - c. Install high pressure switches in hot and cold duct mains to shutdown supply fans and integrate into the TAC Vista DDC system.
  - d. Implement a control sequences to close supply duct isolation dampers during unoccupied hours
  - e. Revise existing air handling unit enable/disable sequence to turn air handling unit off during scheduled unoccupied hours.
  - f. Implement an air handling unit unoccupied override point to allow the air handling unit to operate during scheduled unoccupied hours



based on an operator command from the Council Chamber's office. The air handling unit VFD shall modulate in this to maintain supply duct static pressure at the 11th floor branch ductwork.

- 4) Provide cost for the following:
  - a. Revised sequence of operation
  - b. Installation of supply duct isolation dampers (x2)
  - c. Installation of static pressure sensor in branch ductwork
  - d. DDC Point Mapping and programming
  - e. Provide Functional Performance Testing witnessed by SC Engineers.
  - f. Provide minimum 14-day trend verification of indicated points.

**3.9. Measure 11: Plaza Hall Variable Air Volume Air Handling Unit Static Pressure Reset (AHU1E & AHU1W)**

- 1) Plaza Hall's two (2) AHU's were retrofitted with variable frequency drives and variable air volume terminal units sometime within the past 16 years. Trend data indicate that the fan speeds does not vary significantly throughout the day. The proposed measure includes implementation of a static pressure reset strategy based upon VAV damper positions.
- 2) AHU1E and AHU 1W: 35,000 CFM design flow, 20 HP fan power
- 3) Provide cost for the following:
  - a. Installation of new static pressure sensors
  - b. Revise sequence of operation to modulate the VFD speeds based on duct static pressure setpoint and VAV damper positions.
  - c. DDC point mapping and programming
  - d. Provide Functional Performance Testing witnessed by SC Engineers.
  - e. Provide minimum 14-day trend verification of indicated points.
- 4) Existing terminal units, including damper positions are currently networked to the server. Adding new points is not required for this measure.
- 5) For the purposes of the proposal, bidders may assume that no major software/firmware, or I/O module/supervisory controller replacements or upgrades are required in order to properly integrate the existing systems and/or implement the new control sequences. If it is found that certain measures trigger significant upgrades not called out in the RCx report, they will be removed from the work scope.

**3.10. Measure 12: Economizer Repair**

- 1) Trend data indicated that the economizer control sequence on several air handling units in Golden Hall, Plaza Hall, Civic Theatre, and City Operations building are sub-optimal. The measure includes recommissioning economizer operation for air handling units which are operating with sub-

optimal sequence to properly modulate the economizer dampers and maximize free cooling per the current sequence of operation.

2) Economizer control shall be recommissioned to the record sequence of operations as indicated in the exhibits. The measure includes calibrating AHU return air relative humidity and temperature sensors, and mixed air temperature sensors.

3) Description of Air Handling Units:

	Unit Name	CFM	SF HP	Notes
a.	GH AC1 & AC2	74,000 CFM	60 HP	No return fan
b.	GH AC6A	5950 CFM	7.5 HP	No return fan
c.	GH AC6B	5700 CFM	7.5 HP	No return fan
d.	PH AHU1E & 1W	35,000 CFM	20 HP	With return fan
e.	COB AH2	10,000 CFM	10 HP	With return fan
f.	COB SF1	45,300 CFM	75 HP	With return fan
g.	COB SF2	45,800 CFM	75 HP	With return fan
h.	CT S1	63,000 CFM	50 HP	S1&S2 have a common return
i.	CT S2	51,000 CFM	40 HP	S1&S2 have a common return

See the provided record sequence of operations and controls drawing for additional detail.

4) Provide costs for the following for each air handling units listed above:

- a. Economizer sequence recommissioning.
- b. Calibration of AHU return air temperature sensors, return air humidity sensors, mixed air temperature sensors, and the campus outside air temperature and humidity sensors.
- c. Calibration of AHU economizer pneumatic damper positioners and DDC to pneumatic transducers.
- d. Lubrication of linkages for economizer dampers.
- e. Provide Functional Performance Testing of economizer controls sequences witnessed by SC Engineers.
- f. Provide minimum 14-day trend verification of indicated points.

5) Any dampers found to be completely stuck/frozen in place that cannot be restored with simple calibration, adjustment, and lubrication are not the responsibility of the bidders under this project (with the exception of the dampers under Measure 6).

### 3.11. Construction Submittal Requirements

- 1) Design documents including plans and a basis of design.
- 2) Controls Shop Drawings indicating existing system configuration, sensors/actuators, and programmed sequences of operation. Shop drawings of only the modifications are acceptable. If a sequence of operations is adjusted, provide the entire sequence for review.
- 3) Construction phasing plan and method of procedure for Measure 10 – Provide Isolation Dampers for 11th Floor Council Chambers.
- 4) The Design-Builder is responsible for design drawing submittal to the Development Services Department to obtain any applicable permits for this project.
- 5) Controls Product Data.
- 6) Setup and Collection of Two-Week Trend Verification Data. Assume that this will be required a minimum of three times. Please assume that the existing Building Automation System has the ability to collect and store this data.
- 7) Note: The project closeout date will be determined at the pre-construction meeting.

#### 4. Exhibits

- 1) RCx Investigation Report
- 2) Record Sequence of Operations
- 3) Record Controls Drawing
- 4) Available HVAC Design

Drawings All exhibits located at the following link:

<https://filecloud.sandiego.gov/url/rcxexhibits>

Note: The facility is reported to contain asbestos in the fireproofing, pipe insulation, floor tile mastics. The contractor is responsible for notifying the City if asbestos abatement is needed to implement any of the proposed measures. The City's hazardous materials department will have areas abated and will notify the contractor.

#### **Additional Information Regarding Site Access in City Administration Building (CAB):**

- The access shafts in City Administration Building can be used for this project. The bidder is responsible for the cost of preparing these shafts for use. GGG Demolition is the City approved company that can complete this work.

There is an existing winch at the top of the stairs that access the cooling tower area. Contractors cannot use this winch to bring the new motors and VFDs up the stairs. Contractor is responsible for providing a different means of transporting equipment onto this roof area.