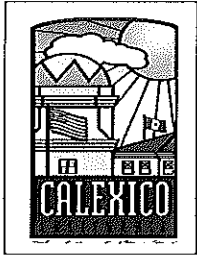


**AGENDA  
ITEM**

**21**



# AGENDA STAFF REPORT

**DATE:** April 21, 2021

**TO:** Mayor and City Council

**APPROVED BY:** Miguel Figueroa, City Manager *MV*

**PREPARED BY:** Lilliana Falomir, Public Works Manager – Administrative *L Falomir*

**SUBJECT:** Authorize the City Manager to Purchase Restrooms for Adrian C. Cordova Memorial Park in the amount of \$303,901.37 from Romtec, Inc. under BuyBoard National Purchasing Cooperative Purchase Agreement.

=====  
**Recommendation:**

Authorize the City Manager to Purchase Restrooms for Adrian C. Cordova Memorial Park in the amount of \$303,901.37 from Romtec, Inc. under BuyBoard National Cooperative Purchase Agreement.

**Background:**

On April 3, 2020, the City Council of the City of Calexico authorized the City Manager to sign a Cooperative Interlocal Participation Agreement with BuyBoard National Purchasing. The purpose of the agreement was to facilitate compliance with state procurement requirements, to identify vendors of commodities, goods and services, and to realize cost savings for the City.

On April 7, 2021, the City Council of the City of Calexico provided direction to City Manager to move forward with Option No. 3 for the Purchase of Restrooms for Adrian C. Cordova Memorial Park.

**Discussion & Analysis:**

The funding allotted for the construction of Adrian C. Cordova Memorial Park (three baseball fields, one additional soccer field and basketball court) is insufficient to complete all the proposed improvements. Therefore, the project is being constructed in stages. One stage remaining to be completed is the restroom facilities. City staff is requesting that City Council authorize the City Manager to purchase restrooms for Adrian C. Cordova Memorial Park from Romtec, Inc. under BuyBoard National cooperative purchase agreement. BuyBoard provides cooperative solutions that assist both government

AGENDA  
ITEM  
*21*

and education agencies. In addition, they provided qualified public bidding process through purchasing cooperative, which the City may join pursuant to Ordinance No. 1196, Purchasing Policies and Procedures – Cooperative Purchases.

Romtec, Inc. proposal includes:

1. A pre-engineered building package that is completely constructed on site. The restrooms will be “built out” on site using many local materials and local sub-contractors.
2. Romtec, Inc. is providing the complete architectural and structural engineering/design for the building, including the footing and foundation.
3. Romtec, Inc. charges very little for the design services on the building.
4. Romtec, Inc. does include a project manager for each project and is available for technical support until the building is complete. Romtec, Inc. assists in every step of the project including local building department review/approval, production, construction, and finish out work.

Please note that because the building is site built it has the typical life expectancy of a site built CMU block structure (most are 50+ years) and is designed as a commercial structure for public use in order to not have to replace the building at a future date.

**Fiscal Impact:**

Capital Improvement Program – Budgeted Item for FY2020-2021

Bravo-Victoria/Eastside Village Assessment

(261-90-978-56003-000)

Total

\$303,901.37

\$303,901.37

**Coordinated With:**

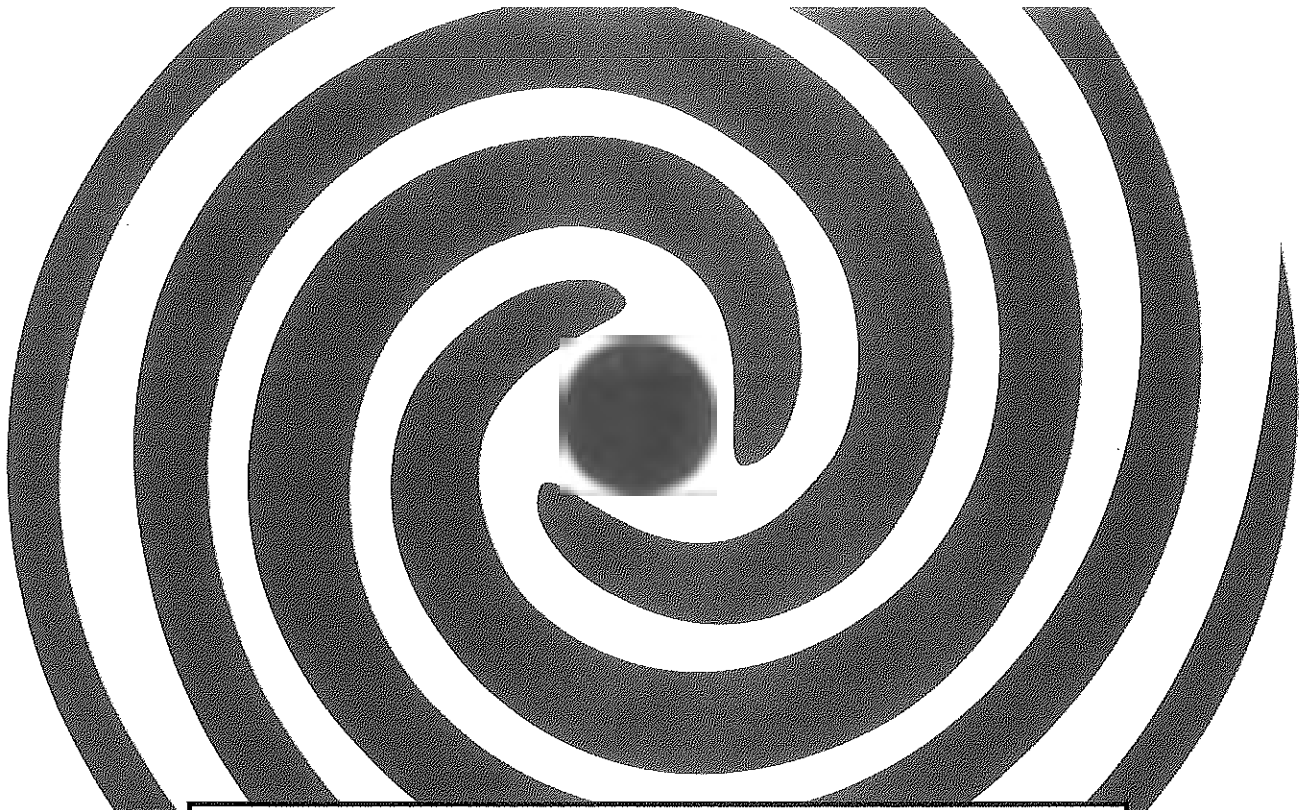
City Manager’s Office.

Public Works Department.

**Attachment(s):**

1. Romtec Proposal dated July 15, 2020 and Updated Jan. 19, 2021.
2. Ordinance No. 1196, Purchasing Policies and Procedures – Cooperative Purchases Section.
3. Romtec, Inc. Contract No. 592-19 Award Letter.

ATTACHMENT NO. 1



# ROMTEC

## ***Preliminary Scope of Supply and Services*** ***Building Supply and Installation***

*Project:* Cordova Park  
*Customer:* City of Calexico  
*Location:* Calexico, CA  
*Date:* 7/15/2020



# Contents

- A. Preliminary Scope of Supply and Services**
  - 1. Project Overview**
  - 2. Process and Design**
    - A. Romtec's Typical Process**
    - B. Design Services by Romtec**
  - 3. Romtec Scope of Supply**
    - A. Structure**
    - B. Restroom and Plumbing Fixtures**
    - C. Electrical Fixtures**
  - 4. Fabrication and Installation**
  - 5. Delivery, Storage, and Handling**
  - 6. Warranty and Limitations**
  - 7. Installer Scope of Supply and Services (not done by Romtec)**
    - A. Overview**
    - B. Structure**
    - C. Plumbing and Electrical**
    - D. General Exclusions**
    - E. Delivery, Storage, and Handling**
- B. Drawings**
- C. Quote**
- D. Romtec Terms & Conditions**

**This scope letter will be superseded by the Romtec Scope of Supply, Design and Install Submittal at the time Romtec is directed to proceed with creation of its complete Scope of Supply, Design and Install Submittal package (after Romtec's receipt of a Purchase Order).**

**This scope letter is for the building supply and installation. See section 7 for the owner supplied items that are not supplied by Romtec.**

Romtec, Inc. has forty years of experience supplying and constructing site built, pre-engineered, packaged building kits. It is our mission to lead our industry as the premier designer, builder, and expert of restrooms and similar park structures for both public and private use. We are the architects, engineers, and manufacturer of all Romtec products. The design for all Romtec buildings and structures are site specific and designed with the customer to fit to each project's particular needs.

The following is a detailed scope of products and services that will be included as part of the Romtec building package and installation services.

## **1. Project Overview**

Romtec is proposing on the Design, Supply, and Installation of the Cordova Park Restroom building. Romtec has worked with David Dale to define a design criteria for the restroom building. The following outlines Romtec scope of supply and services.

**PROJECT SCHEDULE:** Romtec has based this proposal for installation in September-October. This would be when Romtec is available for installation of the Restroom building. Upon approval of the proposal Romtec and the owner will work to create an approved project schedule to meet a mutually agreed upon completion date.

## **2. Process and Design**

Romtec works through the complete design with every customer to provide a structure that best fits each project. Since Romtec is providing a pre-engineered building kit, Romtec has the capability to match any existing park structure or park theme and customers can choose to use any finish, product, and material without limitation. Once a design is complete Romtec assists the customer through the design review, building department submission, and the installation of the building.

### **A. Romtec's Typical Process**

1. Executed Purchase Order
  - a. Customer sends Romtec a signed purchase order with Credit Application and Preliminary Project Information forms.
  - b. Romtec finalizes the Payment Terms and Billing Schedule with the customer.
2. Romtec Design and Submittals (*see 2. B. below*)
  - a. Romtec provides Scope of Supply and Design Submittal to be reviewed by the customer and owner/owner's representative.
  - b. Once approved, customer to provide Romtec with signed Submittal Approval.
3. Romtec Plan Set
  - a. Romtec provides the Engineered Plans with Structural Calculations to be submitted by the customer to the local reviewing entity for permit review and approval.
  - b. Once approved, customer to provide Romtec with signed Notice to Proceed with Production.
4. Romtec Produces and Schedules Delivery
  - a. Romtec will send the building into production once the signed Notice to Proceed on Production is received from the customer.
  - b. Romtec packages and palletizes building components for shipping.
  - c. Romtec coordinates and schedules delivery for the complete pre-engineered building package.

### **B. Design Services by Romtec**

*Romtec has not been provided or made aware of any geotechnical reports for this project. Romtec is not responsible for any additional costs incurred by the installer if the foundation is increased due to local soil conditions.*

1. Romtec's work shall include the design of the architectural, mechanical, structural, and electrical components that will be required for this building.
2. The building will be designed as a complete, packaged building to be delivered to the job site to be constructed on site by the contractor.
3. Romtec will provide complete submittal documentation in the Romtec standard submittal format for review. This will include complete plans on the Romtec pre-engineered building structure, construction drawings, and related data sheets and specifications for everything within the footprint of the building.
  - a. Romtec will provide the building plan view and elevation with the Romtec Scope of Supply, Design and Installation Submittal (SSDIS) electronically for review and approval.
  - b. Romtec will revise the SSDIS per the review comments.
  - c. Once the design is approved, Romtec will provide a sealed plan set stamped by an Engineer licensed in *California* for building department review.
  - d. Romtec will provide (2) sealed plan sets.

*Note: Pricing allows for one revision in response to comments. Should additional revisions be requested, Romtec will provide a change order for the additional design work.*
  - e. The Romtec plan set standard size is 11" x 17".

*Note: If a larger plan set size is required it will result in a price increase.*

### **3. Romtec Scope of Supply**

Once produced, the building package will arrive on organized pallets that are separated into stages for ease of installation. Because of this packaging style, there are no shipping limitations for the building package.

#### **A. Structure**

*The Romtec building package has been quoted with the specific product colors noted below. Changes to these color selections may result in a price increase. Customer to select colors from each manufacturer's specified color chart for block, roofing, steel finishes, etc.*

The following items relative to the building structure will be supplied by Romtec.

1. Concrete Masonry Units - CMU
  - a. Exterior walls will be constructed of split-face, mortar joint, concrete masonry units (concrete blocks).
  - b. Block color will be **gray**.
2. Interior wall finish shall be latex epoxy paint.
3. Interior floor finish will be sealed concrete.
4. Sanitary tile cove base on interior restroom walls.
5. Wire weave gable windows for natural ventilation.
  - a. Vents to be powder coated **black**.
6. Doors, frames and hardware.
  - a. Doors and frames to be powder coated **black**.
  - b. Stainless steel, ball bearing hinges.
  - c. Heavy duty door closures.
  - d. Grade 2, lever locks.
7. Phenolic restroom partitions.
  - a. Partition color to be **Graphite Grafix (006F)**.
8. Roofing materials
  - a. Glulam beams
  - b. 2x6 tongue and groove decking
  - c. Architectural composition roofing.

*Note: Roofing color shall be selected by the **owner** from the manufactures standard color chart.*

#### **B. Restroom and Plumbing Fixtures**

The following fixtures will be supplied by Romtec:

1. Floor mount, top supply, china toilets with manual lever flush valves.
2. Wall mount, top supply, back discharge, china urinals with manual lever flush valves.
3. Wall mount, china sinks with single push button faucets.
4. Wall mount, white 2-roll toilet paper dispensers.
5. Wall mount, stainless steel paper towel dispensers.
6. Wall mount, stainless steel soap dispensers.
7. Stainless steel, non-refrigerated drinking fountains.

#### **C. Electrical Fixtures**

The following electrical fixtures will be supplied by Romtec:

1. Exterior lighting
  - a. Wall mount, LED wall pack light fixtures.
2. Interior lighting
  - a. 48" ceiling mount LED light fixtures.
  - b. Lights controlled by motion sensor.
3. Main breaker panel sized for the building components.
  - a. 100 amp, single-phase, indoor.



## **4. Fabrication and Installation**

*Any installation schedules provided prior to the customer granting Submittal Approval and Notice to Proceed on Production should be considered preliminary estimated schedules only. Because the final schedule is dependent on the date that production is started, Romtec can provide a firm installation schedule only after receiving formal Submittal Approval with Notice to Proceed on Production.*

- A. The following are included in the fabrication and installation services provided by Romtec:
  - 1. Excavation and pouring of footings, foundation and slab
  - 2. Masonry (concrete) grout and rebar
  - 3. Plumbing and electrical rough in
  - 4. Connection to the site plumbing and electrical utilities within 10' of the building.
  - 5. Typical fasteners such as nails, staples, and screws.
  - 6. Sealing of all exposed wood
  - 7. Painting of interior walls.
  - 8. Installation and trim out of the complete Romtec supplied building package
- B. The installation quote by Romtec assumes the following:
  - 1. A prevailing wage job
  - 2. That the jobsite is semi-truck accessible
  - 3. Bonding.
  - 4. A 6 day work week with available work hours of 7:00 AM – 7:00 PM  
*Note: Reductions in this schedule will result in a price increase.*
  - 5. **Union workers NOT required.**  
*Note: If Romtec is required to hire union workers, a change order will be issued.*
  - 6. Romtec is not responsible for assuring specific timelines are met or for liquidated damages incurred if specific timelines are not met. Romtec is an Oregon based crew and will perform the installation of the Romtec pre-engineered packaged building on the earliest available date.
  - 7. Romtec has not been provided or made aware of any geotechnical reports for this project. Romtec is not responsible for any additional costs incurred by the installer if the foundation is increased due to local soil conditions.
  - 8. Romtec's proposal is based on a 24" deep footing. Any changes to this footing design will result in a price increase.
  - 9. Installation assumes one mobilization; any additional mobilization will result in a change order.

## **5. Delivery, Storage, and Handling**

- A. Romtec's freight estimates are based on delivering the product on a 48' to 53' flatbed or van truck and trailers, or as close as we can legally get to the site. Overall dimensions of the truck and trailers are the following: 70' overall length, 102" wide and 168" high.
- B. Freight quotes are only good for 30 days and are subject to change without notice.

## **6. Warranty and Limitations**

- A. The building and all its associated components will be warranted against defects in materials and workmanship for a period of not less than one (1) year from date of final acceptance. Acceptance is defined as the date Romtec Inc.'s Installation Services are completed or one year and six months from delivery of the building and all its associated components or the date that the building and all its associated components are ready to deliver whichever comes first.
- B. All concrete cracks on the surface eventually. This can occur within the first week after the concrete is poured or years after. Surface cracks in concrete are a maintenance issue for the owner to fill over time. Cracks in concrete are not a warranty issue.
- C. Smooth face block can have a significant variation in the color and texture due to the manufacturing process. Smooth face block should never be used as an architectural finish. It should always be either painted over or have siding covering it. Romtec does not guarantee uniform color or texture of block, or warranty that any aspect of block color or texture will maintain over time.

## 7. Owner Scope of Supply and Services (Not by Romtec)

### A. Overview

While Romtec is serving as the installer for this turnkey building package, the owner is responsible for the following items relative to the Romtec building package.

### B. Structure

The following items relative to the structural components will be supplied by the **owner**:

1. The building pad must be level and compacted to within 6" of the finish floor elevation before Romtec arrives to begin installation. The pad must be prepared per the requirements of the geotechnical report (if one is available).

*Note: Any site grading or removal and replacement of fill materials for the building pad must be completed prior to Romtec's arrival. Romtec's installation services do not include excavation beyond what is necessary for forming and pouring the concrete footings and slab.*

2. All materials, equipment and labor for exterior slabs, walkways and sidewalks beyond those shown on the Romtec plan set.

### C. Utilities

The following items relative to the utilities will be supplied by the **owner**:

1. The plumbing utilities brought to within 10 feet of the building pad.
2. The electrical utilities brought to within 10 feet of the building pad.

### D. General Exclusions

1. Unless otherwise stated, Romtec is not proposing to meet any Buy America standard for materials.
2. The following items will be supplied by the **owner**:
  - a. Permits & fees related to bonding requirements
  - b. Special inspection services
  - c. Rock excavation
  - d. Demolition of existing structures
  - e. Removal of excavated materials
  - f. Site grading or asphalt paving
  - g. Masonry pavers
  - h. Grease traps
  - i. Booster pumps &/or pressure reducing valves
  - j. Backflow check valves
  - k. Fire alarm & fire suppression equipment
  - l. Irrigation Equipment
  - m. Gutters and downspouts
  - n. Lighting equipment not attached to the building
  - o. Landscaping
  - p. Plumbing freeze protection
  - q. Site plans
3. Site visits by Romtec and/or Romtec's design professionals are not included in the proposal.  
*Note: If required, Romtec will issue a change order.*
4. Romtec's proposed building design is based on the following standard design loads. The standard design loads are "average" for locations across the Country. Local design loads specific to this project may require changes to the building design, which may result in a price increase due to increased material costs.
  - a. Roof Snow Load: 25 psf
  - b. IBC Seismic Design Category: C
  - c. Design Wind Speed: 110 mph
  - d. Allowable Soil Bearing: 1500 psf
  - e. Occupancy Type: U
  - f. Type: VB
5. The drawings note the site utility sizing assumed by Romtec. This sizing must be confirmed by the customer as the utility sizing is out of Romtec's scope.
6. Romtec does not provide LEED/Green submittals as a standard service. Romtec can assist in providing documentation for products that may meet LEED/Green standards, but Romtec does not provide or fill out LEED credit forms. Unless specifically included in Romtec's proposal and quote, Romtec does not supply materials with the intent of meeting LEED standards. Any changes due to LEED or Green building requirements will result in a change order and increased lead times."

**E. *Delivery, Storage, and Handling***

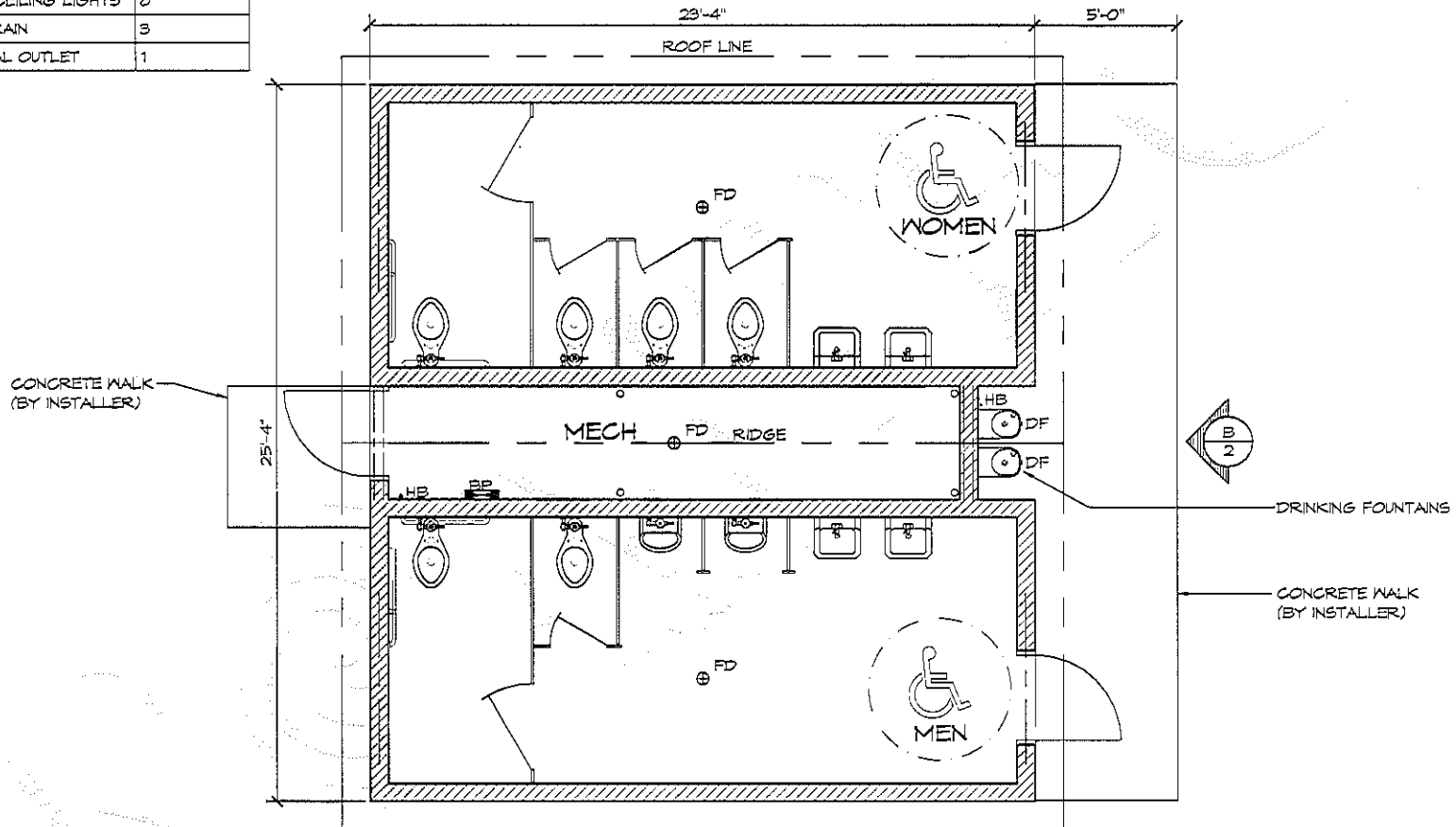
1. The **owner** will assume responsibility for adequate protection of materials from weather, damage, and pilferage or all warranties, expressed or implied may be voided.
2. Do not throw away the Operations & Maintenance manuals that are provided by some manufacturers in their packaging. It is the responsibility of the **owner** to collect and maintain these manuals.

LEGEND		
SYMBOL	DESCRIPTION	AREA/ QUANTITY
-----	GABLE VENT	4
-----	RIDGE VENT	2
□	EXTERIOR WALL LIGHTS	4
□	INTERIOR CEILING LIGHTS	8
⊙	FLOOR DRAIN	3
⊕	ELECTRICAL OUTLET	1

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.

### WALL TYPE SCHEDULE

 8" REINFORCED CONCRETE MASONRY BLOCK WALL WITH MORTAR JOINTS, GROUTED SOLID ALL CELLS RUNNING BOND PATTERN.



**1 FLOOR PLAN**  
SCALE: 3/16" = 1'-0"

**ROMTEC**  
18240 NORTH BANK ROAD - ROSEBURG, OR 97140  
(503) 293-3561 FAX (503) 293-6893

**PRELIMINARY**

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PROJECT: 2080 SIERRA IV MULTI-USER RESTROOM - VALUE

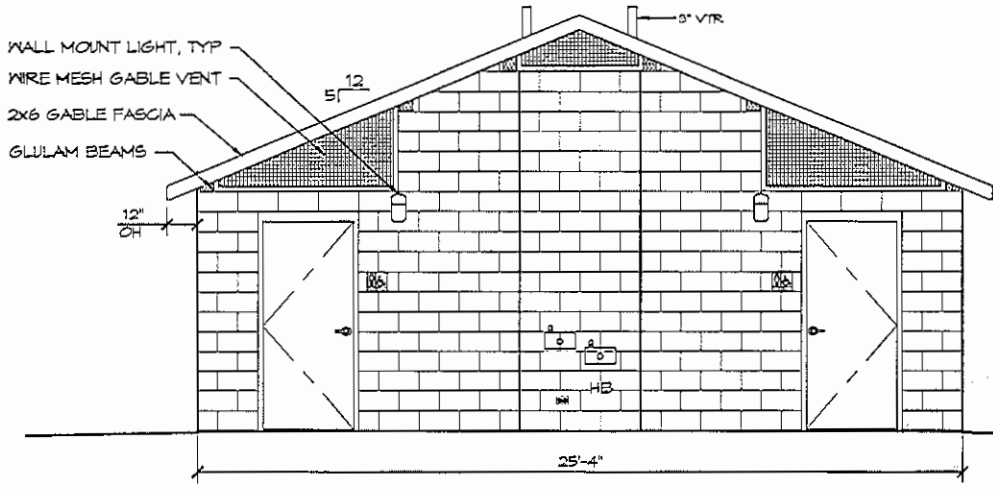
CITY OF CALEXICO  
CORDOVA PARK  
CALIFORNIA

PROJECT NO. 1503  
MODULE: 2080  
DATE: 6/26/20  
REVISIONS

BY	DATE	REV

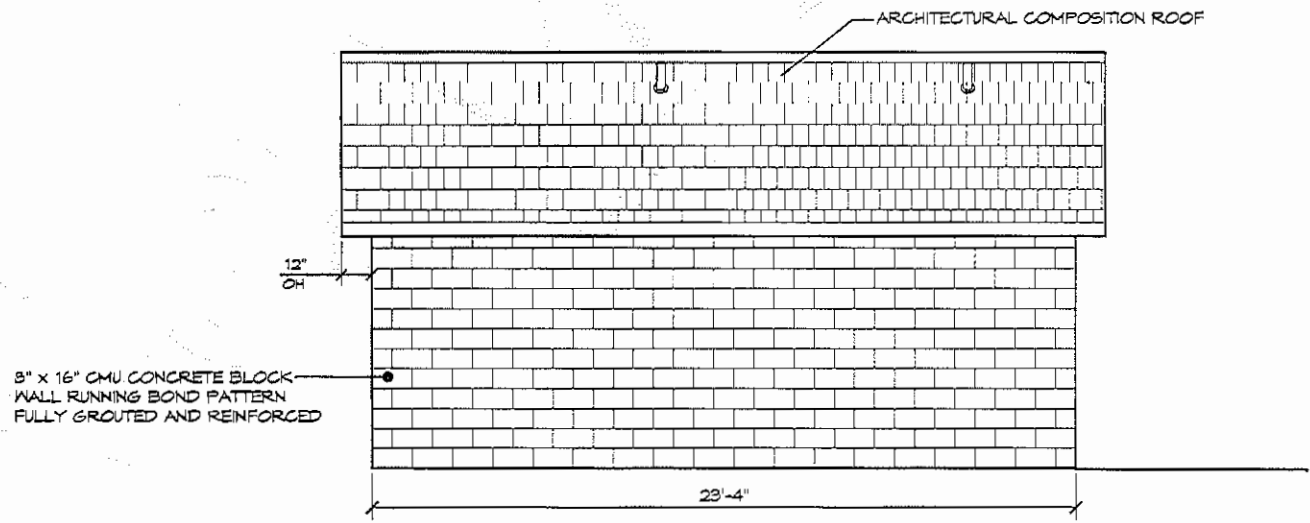
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SHEET NO. 1

SHEET TITLE: FLOOR PLAN




**(B)** ELEVATION VIEW  
SCALE: 1/4" = 1'-0"

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.



**(C)** ELEVATION VIEW  
SCALE: 1/4" = 1'-0"



18240 NORTH BAYVIEW ROAD - ROSEBURG, OR 97470  
 (503) 255-8881 FAX (503) 255-8553

PRELIMINARY

© 2018 ROMTEC, INC. ALL RIGHTS RESERVED. THESE PLANS AND DRAWINGS MAY NOT BE REPRODUCED, ADAPTED OR FURTHER DISTRIBUTED, AND NO BUILDINGS MAY BE CONSTRUCTED FROM THESE PLANS, WITHOUT THE WRITTEN PERMISSION OF ROMTEC, INC.  
 PROJECT: 2000 SIERRA IV MULTIFAMILY RESTROOM - VALUE  
 CITY OF CALEXICO  
 CORDOVA PARK  
 CALIFORNIA  
 SHEET TITLE: ELEVATIONS

PROJECT NO.	1303
MODULE	2080
DATE	6/26/20
REVISIONS	
BY	
CHECK BY	
DATE	
DRAWN BY	LS
PROJECT NO.	2



18240 North Bank Rd.  
 Roseburg, OR 97470  
 P: 541-496-3541  
 F: 541-496-0803  
 E: service@romtec.com

Date

1/19/2021

## PROPOSAL/PO

**Cordova Park**

Customer: City of Calexico  
 Lilliana Falomir  
 608 Heber Ave  
 Calexico, CA 92231

Quantity	Building Proposal Description	Extended Price
1	Romtec Sierra Restroom Design & Supply per Romtec Scope of Supply and Services Document dated 7-15-20	\$ 109,919.57
<b>Freight to: Calexico, CA</b>		<b>\$ 6,250.00</b>
<i>Installation of the Romtec building per Romtec Scope of supply and services dated 7-15-20</i>		<i>\$ 182,505.00</i>
<i>Bonding</i>		<i>\$ 5,226.80</i>
<b>ROMTEC INC. PURCHASE ORDER TOTAL</b>		<b>\$ 303,901.37</b>

\*Sales or use Tax is not included in the above price. Sales or use taxes may be required for your project depending on Nexus requirements.

\*Romtec charges 2.75% of total contract value for the bonding rate (if required). Unless specifically stated in the above quote, this amount is not included in the total amount shown, and may be applicable at the time of invoice.

\*This proposal includes the design & engineering by Romtec Inc. to produce a complete plan set that will meet the architectural and engineering code required in your state. In some cases local code may vary from typical state requirements and may result in a change in price that could not have been anticipated at time of quote.

\*All prices listed above are F.O.B. Roseburg, OR. Freight prepaid and added. Delivery will be in accordance with a mutually agreed upon timeline as stated in the Romtec Inc. Notice to Proceed on Production document.

\*This proposal is effective for 90 days from above date; thereafter all prices are subject to change without notice

\*Non-Agency orders must be placed on Romtec Inc. purchase order forms.

\*Shipping price is effective for 30 days from above date; thereafter the shipping price is subject to change without notice.

\*Quote based on - roof snowload of 25psf, IBC Seismic Design Category: C, Design Wind Speed: 115 MPH, Allowable Soule Bearing: 1500 psf, Occupancy Type: U, Construction: VB.

\*A payment schedule and terms will be established after the Purchase Order is received. Romtec Inc. will often require a deposit payment upon receipt of the signed Submittal Approval & Notice to Proceed on Production document. Any deposit amount will be defined with the forthcoming payment schedule.

\*Romtec Inc. reserves the right to update its purchase order price if, for any reason, the time frame from received of Purchase Order to subsequent Scope of Supply and Design Submittal Approval with Notice to Proceed on Production by Romtec Inc.'s Customer exceeds 90 days.

\*Design Services include an initial unsealed plan set on 11x17 format and one sealed revision in response to comments (excluding Romtec Trads and Originals; Romtec Trads and Originals do not include sealed plans. Sealing for these plans is only available upon request and may result in additional fees). In any additional revisions, if sealing or changing in plan set size are requested or required, an additional design service will be charged.

\*The pricing defined in this proposal is contingent upon the customer signing this form and agreeing to the Romtec terms and conditions defined in this proposal. Any modifications to the terms and conditions defined herein may result in a price increase.

\*The above prices, Terms & Conditions are satisfactory and are hereby accepted. Romtec Inc. is authorized to begin work on the Scope of Supply and Design Submittal document, which the customer will review prior to approval and Notice to Proceed on Production. Additionally, the customer will complete the Customer & Project Information request as quickly as possible so that payment terms, and if applicable bonding requirements, can be established. The customer understands that by accepting this proposal they are issuing a Purchase Order for the project detailed above, but that production will not begin and delivery or installation dates cannot be established until the customer has granted submittal approval and notice to proceed on production.

Customer/Owner Authorized Signature	Date	Romtec Inc. Authorized Signature	Date
Customer/Owner Printed Name		Romtec Inc. Printed Name	
Customer/Owner Company			



## Proposal Terms & Conditions

Romtec, Inc. (ROMTEC) will provide the scope of supply as listed on the purchase order related hereto in accordance with the following terms and conditions:

### Terms of Payment

Romtec offers terms upon approved payment bond and credit approval by Romtec's accounting department (to be determined at the time the Purchase Order is finalized and executed). Payments may be by check or wire transfer, Visa, MasterCard, Discover or American Express (a separate fee will be charged for payments exceeding \$20,000 made by credit card and for all COD deliveries). Romtec may agree to accept COD payment by bank certified funds or cashier's check if a carrier selected by Romtec ships materials.

### Credit terms

Upon execution of the Purchase Order agreement, Customer shall provide a completed credit application (subject to Romtec's approval) and evidence of payment bond securing Customer's obligation to pay the balance of the purchase price in full. Credit terms are conditional and may be modified subsequent if in the opinion of Romtec management, new information or conditions warrant such modification.

### Payment terms

To be established by Romtec's accounting department upon receipt of credit application.

### Deviation from payment

Time is of the essence with respect to Buyer's payment of the purchase price, and timely payment shall not be delayed or excused for any reason. Payment agreement between Buyer and other parties, or failure by other parties to pay Buyer or perform any agreement with Buyer shall not result in delay of payment to ROMTEC. ROMTEC does not accept partial payments, any offsets, and/or retainage against the Purchase Order price. Should Buyer not act according to the terms of payment for any reason, the terms granted will be revoked and any remaining goods or services not yet delivered are subject to pre-payment terms whereby payment, in full, is due 10 days prior to delivery. Any amounts not paid when due shall bear interest at the rate of 15 percent per annum or the highest lawful rate applicable, if such rate is less than 15 percent, from the date payment was due. For accounts that are 15 days or more past due, Romtec will withhold all warranty service until the account is fully paid and in good standing. This does not affect the warranty period timeframe.

### Tax

Unless otherwise indicated on the ROMTEC quote or purchase order, any sales, use, consumption, value added or other goods/services based tax imposed by a state; county/local or other agency with jurisdictional authority is excluded from this order. Buyer is responsible for remitting any taxes that are applicable.

### Change Orders

All Change Orders must be signed by the Buyer. Prices stated herein are valid for 90 days from the purchase order date, or two weeks from the purchase order date if unsigned, at which time ROMTEC may adjust its price if cost factors warrant. A change order will apply (charges will vary depending on the circumstances) for the following design/engineering events: (i) incurred costs related to ROMTEC making more than two revisions of plan documents in response to review comments, (ii) incurred costs of "resealing" plan documents, and (iii) incurred costs of changing plan set sizing from the standard 11" x 17" format. Additionally, any modifications (for any reason) to ROMTEC's Scope of Supply & Design Submittal, prior to formal approval, may result in a price adjustment. Any modification to ROMTEC's Scope of Supply & Design Submittal, after formal approval, requested or required by Buyer for any reason shall be performed by ROMTEC at Buyer's expense, as follows: (i) Buyer shall submit a written description of the modifications to ROMTEC; (ii) within 14 days of receipt of Buyer's description, ROMTEC shall provide to Buyer a written price quote for the modifications requested; (iii) Buyer shall pay the Change Order Invoice to ROMTEC in accordance with payment terms.



**Delay of Project**

Should progress of the project be delayed to where ROMTEC cannot produce and deliver six months from the date the purchase order is signed, Buyer will reimburse ROMTEC for all design and administrative expenses related to the completion of the Scope of Supply & Design Submittal as compensation for design services rendered, as well as expenses related to the authorized purchase or production of items requested. Additionally, Buyer agrees to accept cost increases that may occur during the time the project is delayed.

**Terms of Delivery**

ROMTEC will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by the Buyer by reason of such delay, when such delay is beyond ROMTEC's control. All goods are shipped F.O.B. Roseburg, Oregon, which means that the risk of loss or damage to the goods and risk of delays in transit passes to the Buyer when the goods are duly delivered to the carrier at Roseburg, Oregon. ROMTEC has no control over arrival time of a shipment, and shall not be responsible for delays in shipments once the goods leave ROMTEC's plant.

- a. Procedures for Handling Products. ROMTEC's suggested procedures for handling products are as follows:
- (1) All ROMTEC materials, whether palletized or separated from a pallet, must be handled per the instructions detailed in the ROMTEC Scope of Supply & Design Submittal with respect to the specified model of ROMTEC restroom facility or component.
  - (2) All material received from, but not manufactured by ROMTEC must be handled per the specific handling instructions of the manufacturer of the material.
  - (3) PROPER HANDLING EQUIPMENT, ITS SUPPLY AND OPERATION ARE STRICTLY THE RESPONSIBILITY OF THE BUYER.

**Description of Products and Warranty**

ROMTEC's Scope of Supply & Design Submittal document (provided subsequent to this order) contains & defines ROMTEC's complete offering of its products and services (as applicable). In addition, Section 4 of the Scope of Supply & Design Submittal defines ROMTEC's Limited One Year Warranty.

**Time of Shipment and Delivery**

Unless otherwise specified on the purchase order, ROMTEC may ship goods pursuant to an order at any time after the goods are completed and ready for shipment. Further, unless payment has been made in advance, if a carrier holding a ROMTEC shipment ordered by a Buyer is ready to deliver the goods to the Buyer, the Buyer agrees to accept the goods at the carrier's earliest possible delivery date and time.

**Store & Invoice**

If Buyer delays shipment, regardless of the reason for delay, ROMTEC is permitted to invoice and the Buyer accepts the obligation to pay ROMTEC under its agreed upon payment terms, using the date the order was ready for shipment as the invoice date (if prepayment or COD terms apply, payment is due within 7 days from the time of delay). Once the order is invoiced, the materials shall become property of the agency/contractor. Further, ROMTEC may at its sole discretion invoice the Buyer for a minimum of \$450 per month for on-site storage. Deliveries that are delayed by the Buyer may be canceled by ROMTEC and the goods returned to ROMTEC at its discretion. Any costs or difficulties arising from the Buyer's act in delaying receipt of ROMTEC's shipments are the complete responsibility of the Buyer. The Buyer agrees to pay for the complete shipping cost if ROMTEC elects to cause the goods to be returned to ROMTEC or delivered to another Buyer.

**Cancellation**

Mutual acceptance of the purchase order indicates notice for ROMTEC to proceed with the provision of design services required in completing its Scope of Supply & Design Submittal. Should Buyer cancel its purchase order prior, the following fee schedule will take effect:

1. Cancellation after Purchase Order: 30% of total contract value due
2. Cancellation after Purchase Order and Submittal Approval but prior to Notice to Proceed on Production: 75% of total contract value due
3. Cancellation after Purchase Order, Submittal Approval, AND Notice to Proceed on Production: 100% of total contract value due

In addition, Buyer shall reimburse all expenses related to the authorized purchase or production of items requested prior to approval of the Scope of Supply & Design Submittal. ROMTEC requires that Buyer indicate approval of its supply offering by executing the signature page of its Scope of Supply & Design Submittal document and Notice to Proceed on Production. Upon granting ROMTEC approval of its Scope of Supply Design Submittal and Notice to Proceed on Production of the building kit package, the Buyer is waiving any rights to cancel its purchase order. ROMTEC does not accept returns or exchanges.

**Contract Documents**

Together with this Purchase Order, the following constitute the "Contract Documents" and the entire contract between the parties, either written or oral: (i) ROMTEC's Scope of Supply & Design Submittal, and (ii) Change Order form (if applicable).

**Attorney Fees**

If Buyer fails to pay any amount when due, and ROMTEC incurs any expenses in pursuit of collection, Buyer agrees to pay the reasonable attorney fees (whether or not litigation is commenced) and other costs of such collection.

In any dispute involving the interpretation or enforcement of this agreement or involving issues related to bankruptcy (whether or not such issues relate to the terms of this agreement), the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney fees, paralegal fees, costs, disbursements, and other expenses incurred by the prevailing party in the dispute, including those arising before and at any trial, arbitration, bankruptcy, or other proceeding, and in any appeal or review thereof. In addition, the amount recoverable by the prevailing party shall include an amount estimated as the fees, costs, disbursements, and other expenses that will be reasonably incurred in collecting a monetary judgment or award, or otherwise enforcing any order, judgment, award, or decree entered in the proceeding.

This agreement shall be interpreted and enforced according to the laws of the state of Oregon. The parties irrevocably submit and consent to the jurisdiction of the circuit courts of the State of Oregon for Douglas County, with respect to litigation regarding any dispute, claim or other matter related to this contract.

**Controlling Provisions**

The terms and conditions of this Purchase Order shall supersede and control any provisions, terms, and conditions contained on any confirmation order, Purchase Order, or other writing the Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof.

**Binding effect**

This Purchase Order agreement shall be effective and in force only when signed by Buyer and also signed by ROMTEC. ROMTEC must consent to any assignment of this Purchase Order agreement in writing. Subject to any restrictions upon assignment, this Purchase Order agreement shall be binding on and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

**Notice**

All notices required by this Purchase Order agreement shall be in writing addressed to the party to whom the notice is directed at the address of that party set forth in this Purchase Order agreement and shall be deemed to have been given for all purposes upon receipt when personally delivered; one day after being sent, when sent by recognized overnight courier service; two days after deposit in United States mail, postage prepaid, registered or certified mail; or on the date transmitted by facsimile. Any party may designate a different mailing address or a different person for all future notices by notice given in accordance with this paragraph.

**Modification**

No modification of this Purchase Order agreement shall be valid unless it is in writing and is signed by all of the parties.

**Interpretation**

The paragraph headings are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the paragraphs themselves. This agreement shall not be construed against the drafting party.

**Severability**

The invalidity of any term or provision of this agreement shall not affect the validity of any other provision.

**Waiver**

Waiver of any party of strict performance of any provision of this Purchase Order agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.

**Counterparts**

This Purchase Order agreement may be executed in multiple counterparts, each of which shall constitute one agreement, even though all parties do not sign the same counterpart.

**Force Majeure**

Neither party will be liable for any delay or failure in the performance of any obligation under this Agreement or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss, or damage results from any contingency that is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the purposes of this Agreement includes Acts of God, fires, floods, earthquakes, explosions, storms, wars, hostilities, blockades, public disorders, pandemic or other public health emergency, quarantine restrictions, embargoes, strikes, other labor disturbances or down time, unavailability of electronic communication lines or equipment, and compliance with any law, order or control of, or insistence by any governmental or military authority.

ATTACHMENT NO. 2

EXHIBIT "A"  
CITY OF CALEXICO PURCHASING POLICY & PROCEDURES

the Finance Department. Departments shall submit in writing to the Finance Department any performance problem encountered immediately following the occurrence so that corrective action may be taken.

Contract Purchase Orders are annual and may include option for renewal for specific products, product types, or services at agreed upon prices or pricing structure and for a specified period of time.

**Cooperative Purchases**

The City may participate in purchases and contracts established by other political jurisdictions, provided the cooperative agreement is established following a competitive bid process. The City Manager may authorize the award of cooperative purchase agreements up to \$9,999,999. City Council approval is required for the award of any cooperative purchase of \$10,000,000 or more.

**Sole Source Purchases**

Commodities and services, which can be obtained from only one vendor, are exempt from competitive bidding. Sole source purchases may include proprietary items sold directly from the manufacturer, items that have only one distributor authorized to sell in this area or a certain product had been proven to be the only product that has proven to be acceptable. All sole source purchases shall be supported by written documentation signed by the appropriate Department Head and forwarded to the Finance Department. The Finance Director or designee will make final determination that an item is a valid sole source purchase.

**Urgency Purchases**

An urgency is one where there is an unforeseen situation which requires immediate procurement of materials or services in order to continue operations of an essential department, or for the preservation of health, safety and welfare of the people, or protection of property, when there is a present, immediate and existing danger. A depletion of stock through normal routine usage is not considered an urgency item.

Urgency purchases may be made without competitive bidding when time is of the essence, and shall be made only for the following reasons:

1. to preserve or protect life, health or property; or
2. upon natural disaster; or
3. to forestall a shutdown of essential public services

Since urgency purchases do not normally provide the City an opportunity to obtain competitive quotes or properly encumber funds committed, sound judgment shall be used in keeping such order to an absolute minimum. In addition, the following requirements shall apply:

4. The Finance Department shall be contacted as soon as possible for an advance purchase order number, which may be given verbally to cover the

ATTACHMENT NO. 3



September 4, 2019

Sent Via Email: [travis.olson@romtec.com](mailto:travis.olson@romtec.com)

Travis Olson  
Romtec, Inc.  
18240 North Bank Rd  
Roseburg, OR 97470

Welcome to BuyBoard!

**Re:** *Notice of National Purchasing Cooperative Piggy-Back Award*

**Proposal Name and Number:** Parks and Recreation Equipment and Field Lighting Products and Installation, Proposal No. 592-19

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 10/1/2019 through 9/30/2020, with two possible one-year renewals.

The National Cooperative membership list is available at our website [www.buyboard.com/vendor](http://www.buyboard.com/vendor). The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

**You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines.** Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Please forward by e-mail to [info@buyboard.com](mailto:info@buyboard.com) any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

**As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.**

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff at 800-695-2919.**

Sincerely,

Arturo Salinas  
Department Director, Cooperative Procurement  
v.65

P.O. Box 400, Austin, Texas 78767-0400  
800.695.2919 • [buyboard.com](http://buyboard.com)

