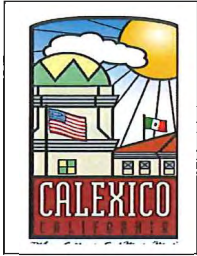


**AGENDA
ITEM**

19



AGENDA STAFF REPORT

DATE: April 20, 2023

TO: Mayor and City Council

APPROVED BY: Esperanza Colio Warren, City Manager *Esperanza Colio Warren*

REVIEWED BY: Sandra L. Fonseca, Interim Finance Director *SF*

PREPARED BY: Lilliana Falomir, Public Works Manager – Administrative

SUBJECT: Public Works Yard Breakroom Roof Replacement Project:

- a) Authorize the City Manager to Sign Agreement of Professional Services with Pacific Builders & Roofing Inc., dba: WSP Roofing in the Amount of \$87,000.00 for Public Works Yard Breakroom Roof Replacement Project.
- b) Adopt Budget Amendment Resolution for Fund No. 255 – American Rescue Plan Act (ARPA) in the Amount of \$22,350.00.

=====

Recommendation:

It is recommended that the City Council of the City of Calexico approve the following:

- a) Authorize the City Manager to sign Agreement of Professional Services with Pacific Builders & Roofing Inc., dba: WSP Roofing in the amount of \$87,000.00 for Public Works Yard Breakroom Roof Replacement Project.
- b) Adopt Budget Amendment Resolution for Fund No. 255 – American Rescue Plan Act (ARPA) in the amount of \$22,350.00.

Background:

On September 9, 2022, the City of Calexico experienced a tropical storm that damaged the roof on various City facilities. One of those facilities was Senior Hall (see Attachment #4). On October 5, 2022, the City Council of the City of Calexico adopted Resolution No. 2022-56, proclaiming the existence of a Local Emergency due to Tropical Storm Kay. On November 17, 2022, the City Council of the City of Calexico allocated \$65,000.00 of American Rescue Plan Act (ARPA) to repair said roof.

**AGENDA
ITEM**

Discussion & Analysis:

On February 27, 2023, the City of Calexico Public Works Department requested proposals from qualified vendor to remove and replace the roof at Public Works Yard Breakroom, 640 Pierce Avenue, Calexico, CA 92231 (see Attachment #5). On April 11, 2023, the Office of the City Clerk received one (1) proposal:

#	Company	Amount
1	Pacific Builders & Roofing, Inc., dba: WSP Roofing	\$87,000.00

The City of Calexico Public Works Department has reviewed the proposal and recommends that the City Council of the City of Calexico authorize the City Manager to sign Agreement of Professional Services with Pacific Builders & Roofing Inc., dba: WSP Roofing in the amount of \$87,000.00 for Public Works Yard Breakroom Roof Replacement Project plus additional cost of \$350.00 for bid advertisement with Imperial Valley Press.

Fiscal Impact:

Capital Improvement Program Budgeted Item for FY 2022-2023	
REVENUE	
ARPA Fund No. 255-91-923-56000-006 (Approved on 11/17/22)	\$65,000.00
ARPA Fund No. 255-91-923-56000-006	\$22,350.00
Total	\$87,350.00
EXPENDITURE	
Imperial Valley Press	\$350.00
Pacific Builders & Roofing, Inc., dba: WSP Roofing	\$87,350.00
Total	\$87,350.00

Coordinated With:

City Manager's Office.
Finance Department.
Public Works Department.

Attachment(s):

1. Agreement for Professional Services between the City of Calexico and Pacific Builders & Roofing Inc., dba: WSP Roofing
2. Pacific Builders & Roofing Inc., dba: WSP Roofing Proposal.
3. Budget Amendment Resolution for Fund No. 255 – American Rescue Plan Act (ARPA).
4. Resolution No. 2022-56.
5. Request for Proposals for Public Works Yard Breakroom Roof Replacement Project.

ATTACHMENT #1

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the 19th day of April, 2023, by and between the City of Calexico ("City") and Pacific Builders & Roofing Inc., dba: WSP Roofing ("Consultant").

RECITALS

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

AGREEMENT

1. **Scope of Services.** The Consultant shall furnish the following services in a professional manner. Consultant shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time.
2. **Time of Performance.** The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City. All such work shall be completed no later than December 31, 2023. Time is of the essence for every provision of this agreement that states a time for performance and for every deadline imposed by the City.
3. **Compensation.** Compensation to be paid to Consultant shall be as set forth in Exhibit B, which is attached hereto and incorporated herein by reference. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. **Method of Payment.** Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. **Ownership of Documents.** All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further

compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

6. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
7. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by and during this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
 - b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
8. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
 9. Indemnity. Consultant agrees to indemnify, including the cost to defend, the City, and its officers, agents and employees from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence,

willful misconduct or defects in design by the City or its agents, servants, or independent contractors who are directly responsible to the City, or the active negligence of the City.

To the fullest extent permitted by law, the Consultant shall (1) immediately defend and (2) indemnify the City, and its councilmembers, officers, agents, and employees from and against all liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

- (b) The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its councilmembers, officers, agents, and employees, immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.
- (c) The review, acceptance or approval of the City's work or work product by any indemnified party shall not affect, relieve or reduce the City's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

10. Insurance Requirements.

- a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

- i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.

- i. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

- iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than two million dollars (\$2,000,000) combined single limit for each occurrence.

- iv. Errors and Omissions Liability. Consultant shall maintain errors and omissions liability insurance for all work performed under this Agreement in an amount of not less than two million dollars (\$2,000,000).

- b. Policy Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:
 - i. The City of Calexico, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

- ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
 - v. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.
- c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
 - d. Certificates of Insurance and Endorsements. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
11. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
 12. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall obtain a City of Calexico Business License.
 13. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Imperial, California.

14. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Calexico, City Manager
608 Heber Ave.
Calexico, CA 92231

If to Consultant: Pacific Builders & Roofing Inc., dba: WSP Roofing
8150 Sierra College Blvd. #130
Roseville, CA 95661

15. Consultant's Books and Records.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted

to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

16. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
17. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
18. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
19. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
21. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF CALEXICO:

CONSULTANT:

Esperanza Colio Warren
City Manager

APPROVED AS TO FORM:

ATTEST:

Carlos Campos
City Attorney

Gabriela Garcia
City Clerk

EXHIBIT A

SCOPE OF SERVICES

(proposal dated April 11, 2023)

PROPOSAL FORM
RFP FOR PUBLIC WORKS YARD BREAKROOM ROOF REPLACEMENT PROJECT

DUE NO LATER THAN 2:00P.M. ON MARCH 21, 2023

All sealed Proposals must be delivered to the following address:

Office of the City Clerk
City Hall
City of Calexico
608 Heber Avenue
Calexico, CA 92231

Name of Vendor: Pacific Builders & Roofing Inc., dba: WSP Roofing

Having carefully examined the Proposal requirements including the General Conditions, and the Request for Proposal for Public Works Yard Breakroom Roof Replacement Project, any addenda, and conditions affecting the work, the undersigned proposes to provide the required materials, services, warranties, and delivery of specified in the attached Proposal for the total sum not to exceed:

GRAND TOTAL \$ 87,000.00

Respectfully Submitted,

Name of Firm: Pacific Builders & Roofing Inc., dba: WSP Roofing

Address of Firm: 8150 Sierra College Blvd #130 Roseville CA 95661

Signature: 

Telephone Number: 916-784-6655

Name Title: Accounting Supervisor / Bid Agent

Name and Title of Vendor's Representative who will service contract:
Robert Flores

Address and Telephone Number of Vendor's Representative:
1143 W Lincoln Street, Unit 19, Banning CA 92220

Email address of Vendor's Representative who will service contract:
robertwsp@yahoo.com

STATEMENT OF VENDOR'S QUALIFICATIONS

Name of Vendor: Pacific Builders & Roofing Inc., dba: WSP Roofing

Please Provide Three References

REFERENCE 1

NAME: Jayson Bryan

ORGANIZATION: Klassen Corporation

TITLE: PM

AFFILIATION: San Luis Obispo CCD

PHONE NUMBER: 661-912-2708

REFERENCE 2

NAME: Bryan Ismerio

ORGANIZATION: Tilden Coil

TITLE: PM

AFFILIATION: Santa Ana USD

PHONE NUMBER: 562-551-6007

REFERENCE 3

NAME: Marlon Areas

ORGANIZATION: McMurtry / Lince

TITLE: PM

AFFILIATION: Kern County Community College Dist

PHONE NUMBER: 661-321-9130

Pacific Builders and Roofers Inc. dba: WSP Roofing

8150 Sierra College Blvd. #130

Roseville, CA 95661

Phone: 916.784.6655 Fax: 916.784.2233

License # 832752

Project: Public Works Yard Breakroom Roof Replacement Project

DIR #: 1000000927

Acknowledgment of Addendum:

Addendum No. 1 dated March 16, 2023

Addendum No. 2 dated March 28, 2023

Contractor Information

Legal Entity Name
PACIFIC BUILDERS & ROOFING, INC

Legal Entity Type
Corporation

Status
Active

Registration Number
1000000927

Registration effective date
7/1/2021

Registration expiration date
6/30/2023

Mailing Address
8150 Sierra College Blvd, Suite 290 Roseville 95661 C...

Physical Address
8150 Sierra College Blvd, Suite 290 Roseville 95661 C...

Email Address

Trade Name/DBA

WSP ROOFING

License Number(s)
CSLB:832752

Registration History

Effective Date	Expiration Date
5/31/2018	6/30/2019
5/5/2017	6/30/2018
5/3/2016	6/30/2017
6/11/2015	6/30/2016
8/19/2014	6/30/2015
7/1/2019	6/30/2021
7/1/2021	6/30/2023

Legal Entity Information

Corporation Number:
2259405

Federal Employment Identification Number:

President Name:

JAMES KELLY BAIRD

Vice President Name:

Treasurer Name:

Secretary Name:

CEO Name:

JOHN D TANNER

Agent of Service Name:

DENI TROWBRIDGE

Agent of Service Mailing Address:

8150 SIERRA COLLEGE BLVD #290 ROSEVILLE 95661 CA United States of America

Workers Compensation

Do you lease employees through Professional No

**Employer Organization
(PEO)?:**

Please provide your
current workers
compensation insurance
information below:

	PEO	PEO	PEO
PEO InformationName	Phone	Email	

Insured by Carrier

Policy Holder Name:PACIFIC BUILDERS & ROOFING, INC**Insurance Carrier:**
REDWOOD FIRE & CASUALTY INC CO**Policy Number:**WEWC215282**Inception date:**
5/1/2021**Expiration Date:**5/1/2022

EXHIBIT B

SCHEDULE OF CHARGES

(proposal dated April 11, 2023)

EXHIBIT C

CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE

I hereby certify that in the performance of the work for which this Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the State of California.

Executed on this _____ day of _____, 2023, at _____, California.

Consultant

ATTACHMENT #2

**PROPOSAL FORM
RFP FOR PUBLIC WORKS YARD BREAKROOM ROOF REPLACEMENT PROJECT**

DUE NO LATER THAN 2:00P.M. ON MARCH 21, 2023

All sealed Proposals must be delivered to the following address:

Office of the City Clerk
City Hall
City of Calexico
608 Heber Avenue
Calexico, CA 92231

Name of Vendor: Pacific Builders & Roofing Inc., dba: WSP Roofing


Having carefully examined the Proposal requirements including the General Conditions, and the Request for Proposal for Public Works Yard Breakroom Roof Replacement Project, any addenda, and conditions affecting the work, the undersigned proposes to provide the required materials, services, warranties, and delivery of specified in the attached Proposal for the total sum not to exceed:

GRAND TOTAL \$ 87,000.00

Respectfully Submitted,

Name of Firm: Pacific Builders & Roofing Inc., dba: WSP Roofing

Address of Firm: 8150 Sierra College Blvd #130 Roseville CA 95661

Signature: 

Telephone Number: 916-784-6655

Name Title: Accounting Supervisor / Bid Agent

Name and Title of Vendor's Representative who will service contract:
Robert Flores

Address and Telephone Number of Vendor's Representative:
1143 W Lincoln Street, Unit 19, Banning CA 92220

Email address of Vendor's Representative who will service contract:
robertwsp@yahoo.com

STATEMENT OF VENDOR'S QUALIFICATIONS

Name of Vendor: Pacific Builders & Roofing Inc., dba: WSP Roofing

Please Provide Three References

REFERENCE 1

NAME: Jayson Bryan

ORGANIZATION: Klassen Corporation

TITLE: PM

AFFILIATION: San Luis Obispo CCD

PHONE NUMBER: 661-912-2708

REFERENCE 2

NAME: Bryan Ismerio

ORGANIZATION: Tilden Coil

TITLE: PM

AFFILIATION: Santa Ana USD

PHONE NUMBER: 562-551-6007

REFERENCE 3

NAME: Marlon Areas

ORGANIZATION: McMurtry / Lince

TITLE: PM

AFFILIATION: Kern County Community College Dist

PHONE NUMBER: 661-321-9130

Pacific Builders and Roofers Inc. dba: WSP Roofing

8150 Sierra College Blvd. #130

Roseville, CA 95661

Phone: 916.784.6655 Fax: 916.784.2233

License # 832752

Project: Public Works Yard Breakroom Roof Replacement Project

DIR #: 1000000927

Acknowledgment of Addendum:

Addendum No. 1 dated March 16, 2023

Addendum No. 2 dated March 28, 2023

Contractor Information

Legal Entity Name
PACIFIC BUILDERS & ROOFING, INC

Legal Entity Type
Corporation

Status
Active

Registration Number
1000000927

Registration effective date
7/1/2021

Registration expiration date
6/30/2023

Mailing Address
8150 Sierra College Blvd, Suite 290 Roseville 95661 C...

Physical Address
8150 Sierra College Blvd, Suite 290 Roseville 95661 C...

Email Address

Trade Name/DBA
WSP ROOFING

License Number(s)
CSLB:832752

Registration History

Effective Date	Expiration Date
5/31/2018	6/30/2019
5/5/2017	6/30/2018
5/3/2016	6/30/2017
6/11/2015	6/30/2016
8/19/2014	6/30/2015
7/1/2019	6/30/2021
7/1/2021	6/30/2023

Legal Entity Information

Corporation Number:
2259405

Federal Employment Identification Number:

President Name:
JAMES KELLY BAIRD

Vice President Name:

Treasurer Name:

Secretary Name:

CEO Name:
JOHN D TANNER

Agent of Service Name:
DENI TROWBRIDGE

Agent of Service Mailing Address:
8150 SIERRA COLLEGE BLVD #290 ROSEVILLE 95661 CA United States of America

Workers Compensation

Do you lease employees No
through Professional

**Employer Organization
(PEO)?:**

Please provide your
current workers
compensation insurance
information below:

	PEO	PEO	PEO
PEO InformationName	Phone	Email	

Insured by Carrier

Policy Holder Name:PACIFIC BUILDERS & ROOFING, INC**Insurance Carrier:**
REDWOOD FIRE & CASUALTY INC CO**Policy Number:**WEWC215282**Inception date:**
5/1/2021**Expiration Date:**5/1/2022

ATTACHMENT #3



BUDGET AMENDMENT RESOLUTION NO. 2023-____
 BUDGET AMENDMENT RESOLUTION OF THE CITY COUNCIL
 OF THE CITY OF CALEXICO AUTHORIZING AN AMENDMENT
 TO THE FINAL BUDGET FOR FISCAL YEAR 2022-2023

WHEREAS, the Final Budget for Fiscal Year 2022-2023 was adopted by Resolution No. 2022-48 of the City Council on August 10, 2022; and

WHEREAS, the City Council has authorized the amendment of the Final Budget, in accordance with proper governmental accounting and financial reporting practices; and

NOW THEREFORE, the City Council of the City of Calexico hereby resolves and authorizes the following action(s)

AMENDMENTS TO ADOPTED BUDGET:

1) Record Revenue Estimates(s)

Fund No.	Department	Division	Account	Sub-Account	Amount
Total					\$ -

2) Record Appropriation(s)

Fund No.	Department	Division	Account	Sub-Account	Amount
Total					\$ -

3) Record Transfer of Funds:

FROM:

Fund No.	Department	Division	Account	Sub-Account	Amount
255	91	908	55025	000	\$ 22,350.00
Total					\$ 22,350.00

TO:

Fund No.	Department	Division	Account	Sub-Account	Amount
255	91	923	56000	006	\$ 22,350.00
Total					\$ 22,350.00

5)Purpose of Budget Amendment:
Funding to repair Public Works Yard Breakroom roof

PASSED, APPROVED AND ADOPTED by the City Council of the City of Calexico at the regular meeting this 19th day of April, 2023.

RAUL URENA, Mayor

ATTEST:

GABRIELA GARCIA, City Clerk

APPROVED AS TO FORMS;

CARLOS CAMPOS, City Attorney

STATE OF CALIFORNIA)
CITY OF CALEXICO) ss.
COUNTY OF IMPERIAL)

I, Gabriela Garcia, Deputy City Clerk of the City of Calexico, do hereby certify under the penalty of perjury, that the foregoing Resolution No. 2023-__, was duly adopted by the City Council at their regular meeting of said City Council held on the 19th day of April, 2023 by the following votes:

AYES:
NOES:
ABSTAIN:
ABSENT:

GABRIELA GARCIA, City Clerk
City of Calexico

ATTACHMENT #4

RESOLUTION NO. 2022-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALEXICO, CALIFORNIA, PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Government Code Section 8630 and Chapter 2.36 of the Calexico Municipal Code empower the City Council to proclaim the existence or threatened existence of a local emergency when the City of Calexico is affected or likely to be affected by a public calamity; and

WHEREAS, the City Fire Chief, who is the Director of Emergency Services, declared an emergency on October 5, 2022 pursuant to the Calexico Municipal Code and is authorized to make certain orders and take certain actions;

WHEREAS, the City Council has been requested by the Director of Emergency Services of the City to ratify his declaration and proclaim the existence of a local emergency; and

WHEREAS, the City Council does hereby find that conditions of extreme peril to the safety of persons and property have arisen within the City of Calexico caused by a violent Tropical Storm Kay (producing high winds and flooding) and commencing on the 9th day of September 2022; and

WHEREAS, the City Council does find that the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Calexico that it hereby proclaims that a local emergency now exists throughout the City and have existed since September 9, 2022.

BE IT FURTHER RESOLVED that the local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Calexico.

BE IT FURTHER RESOLVED that during the existence of said local emergency, the powers, functions, and duties of the Director of Emergency Services and the Emergency Organization of this City shall be those prescribed by state law, ordinances, and resolutions of this City and by the City of Calexico Emergency Plan.

PASSED, ADOPTED, AND APPROVED by the City Council of the City of Calexico at a regular meeting this 5th day of October, 2022.



JAVIER, MAYOR

ATTEST.



GABRIELA T. GARCIA, CITY CLERK

APPROVED AS TO FORM:



CARLOS CAMPOS, CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) SS.
CITY OF CALEXICO)

I, Gabriela T. Garcia, City Clerk of the City of Calexico, do hereby certify that the above foregoing Resolution No. 2022-56 was duly passed and adopted by the City Council of the City of Calexico on this 5th day of October, 2022 by the following vote, to wit:

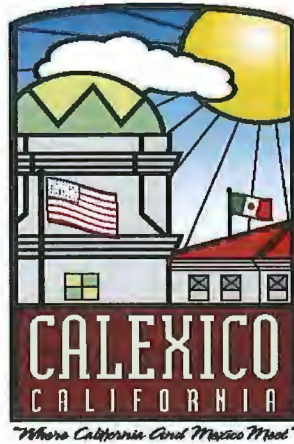
AYES: Moreno, Ureña, Garcia, Romo, Arreola-Fernandez
NOES: None
ABSENT: None



GABRIELA T. GARCIA, CITY CLERK

ATTACHMENT #5

CITY OF CALEXICO



Request for Proposals for Public Works Yard Breakroom Roof Replacement Project

Public Works Department
549 Pierce Avenue
Calexico, CA 92231
760/768-2160
www.calexico.ca.gov

February 27, 2023

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EXHIBITS

A – Proposal Form

B – Public Works Yard Breakroom Aerial

C – Sample Professional Services Agreement and Insurance Requirements

I. INTRODUCTION AND BACKGROUND

The City of Calexico (“City”) seeks proposals from qualified vendor to remove and replace the roof at the Public Works Yard Breakroom located at 549 Pierce Avenue, Calexico, CA 92231. The response to this Request for Proposals (“RFP”) should serve as a complete approach to providing the services.

The vendor will be regulated according to the provisions of all federal, state and local laws and ordinances that are applicable. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1774. All Service Providers and sub-consultant(s) shall pay all workers not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available on the Internet at: <http://www.dir.ca.gov>. All Service Providers and sub-consultant(s) shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code.

II. PROJECT POSTING AND SCHEDULING

This RFP is being distributed over the internet and is posted at the City’s website at the following address: <https://www.calexico.ca.gov/bidsandrfps>. Contractors wishing to propose in response to this RFP must obtain this document from our website. Due to the fact that anyone can download the RFP and the City has no method for tracking the distribution, the City is not able to maintain a list of potential consultants and/or proposers and cannot provide individual notification of amendments or addendums to this RFP.

The City will therefore post any addendums to the RFP on the above mentioned website. All consultants shall refer to the website to verify all addendums that have been issued and that they have acknowledged all such addendums in their proposal.

III. SCOPE OF WORK

It is understood that except as otherwise specifically stated in the contract, the vendor (contractor) shall provide and pay for all materials, labor, tools, equipment, and transportation of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the work within the specified time. Permits and licenses necessary for the execution of work shall be secured by the vendor but no fees will be charged to the vendor. All supplies and material shall be new. Any work necessary to be performed after regular working hours, such as work performed on Sundays or legal holidays shall be performed without additional expense to the City.

Existing Conditions

The vendor, in undertaking the work under this contract, is assumed to have visited the premises and to have taken into consideration all conditions which might affect the work. No consideration will be given to any claims based on lack of knowledge of existing conditions.

IV. PROJECT SPECIFICATION

The City of Calexico is seeking proposals from qualified vendor to remove and to replace the roof at the Public Works Yard Breakroom, 549 Pierce Avenue, Calexico, CA 92231.

Statement of Vendor Qualifications Must Detail the Following:

- 1. A list of references.
- 2. Installer must be a certified roofing contractor for the roofing system to be installed.

Task:

- 1. Remove the existing roofing material down to the original decking on entire roofing substrate. All material removed from property must be properly and legally disposed of in land fill.
- 2. Install new insulation/under lay system to meet required City building code. The new insulation materials shall be fully adhered to the existing deck as per manufacturer and industry specifications.
- 3. Install new decking material if needed to support roofing system.
- 4. All new roofing products shall be installed per manufactures recommendations and their published installation manuals.
- 5. Provide labor and material to remove and replace all existing A/C equipment, exhaust fans, evaporative air coolers, and roof mounted drain lines.

V. NOTIFICATION OF CONSULTANT REGISTRATION REQUIREMENTS (WHERE REQUIRED)

Pursuant to the requirements of California Labor Code section 1771.1, all consultants and sub-consultants that wish to engage in public work through a public works contract must be registered with the Department of Industrial Relations (DIR).

Beginning March 1, 2015, no consultant or sub-consultant may be listed on a bid proposal for a public works project unless registered with DIR.

Beginning April 1, 2015, no consultant or sub-consultant may be awarded a contract for public work on a public works project unless registered with the DIR, pursuant to Labor Code section 1725.5

All consultants, including sub-consultants listed in the proposal must be registered with the DIR at the time proposals are due, and must submit proof of registration with the proposal. Any proposals received listing unregistered consultants and/or sub-consultants will be deemed non-responsive.

NOTE: DIR number is to be specified on the cover page of the consultant proposal. Proof of registration for consultant and sub-consultant shall also be submitted as an exhibit of the proposal.

Application and renewal are completed online with a non-refundable fee of \$400. Read the Public Works Reforms (SB 854) Fact Sheet for requirements. Instructions for completing the form and additional information can be found on the DIR website.

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

SOURCES OF INFORMATION

INFORMATION	WEBSITE
Department of Industrial Relations (Public Works)	http://www.dir.ca.gov/Public-Works/PublicWorks.html
SB 854 Fact Sheet	https://www.dir.ca.gov/Public-Works/PublicWorksSB854.html
Senate Bill 854 Compliance	http://www.dir.ca.gov/Public-Works/SB854.html
Public Works Contractor (PWC) Registration	https://www.dir.ca.gov/Public-Works/Contractor-Registration.html
Classifications and Minimum Labor Rates	http://www.dir.ca.gov/OPRL/Pwd/

VI. STATEMENT OF VENDOR QUALIFICATIONS

As part of the Proposal, the vendor must complete the attached “Statement of Vendors Qualification” before awarding of contract, to demonstrate to the complete satisfaction of the City, that the vendor has the necessary certifications, licenses, facilities, ability and financial resources to execute the work in a satisfactory manner within the time specified; that the Vendor has had experience in work of the same or similar nature; and that the Vendor has past history and references which will assure the City of the vendor’s qualifications for executing the work.

Governing Laws

All Proposals and related documents submitted to the City by the vendors are governed under the laws of the State of California and local ordinances, policies and regulations.

Addenda

If any questions arise from the RFP, the bidder may submit to Lilliana Falomir, Public Works Manager, a request for interpretation via email at falomirl@calexico.ca.gov. Any interpretation documents will be made by addendum to the RFP. All questions should be emailed to falomirl@calexico.ca.gov no later than 5:00 pm, Wednesday, March 8, 2023. All questions that arise that require an addendum will be posted to the City of Calexico website at www.calexico.ca.gov no later than Wednesday, March 15, 2023.

The City will not be responsible for any other explanations or interpretations. The City reserves the right to extend the due date if such information significantly amends this solicitation or makes compliance with the original due date impractical. The City reserves the right to reject any or all Proposals and waive technicalities and informalities.

VII. PROPOSAL FORM AND FORMAT

Vendor must submit three (3) copies of their proposal with original Contractor signature. The proposal must be formatted in accordance with the instructions of this RFP. Promotional material may be attached, but are not necessary and will not be considered as meeting any of the requirements of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked “RFP for Public Works Yard Breakroom Roof Replacement Project” and delivered on or before 2:00p.m. on Tuesday, March 21, 2023 to:

Office of the City Clerk
City Hall
City of Calexico
608 Heber Avenue
Calexico, CA 92231

Late, emailed or facsimile proposals will not be accepted. It is the proposer’s responsibility to assure that its proposal is delivered and received at the location specified herein, on or before the date and hour set. Proposals received after the date and time specified will not be considered.

Deviations

Any deviations from the scope of work indicated herein must be submitted in writing, clearly noted and explained in detail on a separate form, and attached to the submitted Proposal; otherwise, it will be considered that items/services offered are in strict compliance with these specifications and the successful bidder shall be held responsible thereto.

Any deviations within a submitted Proposal between prices quoted and restated in the summation sheet shall be resolved by the City as being the lower price, unless the bidder requested in writing a correction or withdrawal of the Proposal prior to the date and time set for opening.

Any Proposal withdrawal or modification received after the established due date at the place designated for receipt of Proposal is late. No late Proposal, late modification, or late withdrawal will be considered and shall be returned to the Vendor unopened. The City reserves the right to reject any or all Proposals. It further reserves the right to waive technicalities and formalities in the Proposals, as well as, to accept in whole or in part, such Proposal(s) where it deems it advisable in protection of the best interest of the City. The City will be the sole judge as to whether Proposals submitted meet all requirements contained in the solicitation.

Affidavits

Before acceptance of the Proposal by the City, the vendor will be required to furnish affidavits on the enclosed forms.

Withdrawal of Proposal

A Proposal cannot be withdrawn after it is filed, unless(a) the vendor makes a request in writing to the City prior to the time set for opening of Proposals, or (b) the City fails to accept a bid within thirty (30) days after bid opening date.

Award of Contract

Award of contract will be made to the most responsive/responsible bidder meeting the requirement of the City within 30 days of the bid opening date. This solicitation does not commit the City to award a contract, to pay any costs incurred in the preparation of the Proposal, or to procure or contract for goods services listed herein. The City may accept any Proposal offered on an all, partial, or none basis, or within funds available, whichever is in the best interest of the City.

Contract Form

Upon contract award, the City and vendor will have a signed contract prior to any work being started.

Change in Contract

The City will not be responsible for any change in the work involving extra cost unless approval in writing is furnished and approved by the City before such work is begun.

Indemnification

The vendor agrees to hold the City harmless and to indemnify the City from every expense, liability or payment arising out of or through injury (including death) to any person or persons or damage

to property (regardless of who the City of the property may be) of any place in which work is located arising out of or suffered through any act or omission of the vendor or subcontractor.

Installation

The City anticipates issuing a notice to proceed no later than April 17, 2023 following award. The successful bidder shall complete installation within 30 calendar days from the date of the Notice to Proceed.

Warranty

All materials and labor provided by the vendor shall have a 20-year manufacturer's warranty. Provide a 10-year warranty for all roofing products cover materials with no depreciation and a 5-year workmanship warranty for all related work as well.

Site Visit

To arrange a site visit, please contact Lilliana Falomir, Public Works Manager via email at falomirl@calexico.ca.gov or phone at 760/768-2160.

Liquid Damages

Liquidated damages in the amount of \$250.00 per day from each calendar day after the 30-day project timeline will be charged to the vendor. Liquidated damages will not be charged for delays associated with weather. Furthermore, the City will consider all other reasonable requests associated with delays.

Weather

The Public Works Yard Breakroom (the "Building") shall never be opened to the elements at any time. All openings must be covered in a manner to withstand any weather condition and must be secured to avoid anyone entering the Building through any roof openings.

Clean Up Site

All outside and inside areas of the building and the grounds shall remain clean and free of any construction debris. An allotted area will be allowed for material storage.

Application for Payment

All applications for payment shall be mailed to the following address:

City of Calexico
Attn: Public Works Department
608 Heber Avenue

Calexico, CA 92231

Payments

A single payment will be made to the vendor when all aspects of the contract have been completed to the City’s satisfaction. The City will consider other reasonable arrangements should they be requested by the vendor.

Business License

Vendor will be required to obtain a City of Calexico Business License once proposal is awarded.

Insurance Requirements

Prior to execution of the agreement with the City, the successful firm must provide evidence of insurance coverages as noted in the sample contract and insurance requirements exhibit. The successful firm will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent modification terms of the contract.

Insurance requirements noted in sample contract. Insurance requirements may be adjusted once the final cost and fees proposal is reviewed.

VIII. TENTATIVE SCHEDULE

Request for Proposal Issued	February 27, 2023
Proposals Due	March 21, 2023 at 2:00p.m.
Selection and Negotiations	Week of March 27, 2023
City Council Approval of Contract	April 5, 2023
Project Completion	May 31, 2023

EXHIBIT A

**PROPOSAL FORM
RFP FOR PUBLIC WORKS YARD BREAKROOM ROOF REPLACEMENT PROJECT**

DUE NO LATER THAN 2:00P.M. ON MARCH 21, 2023

All sealed Proposals must be delivered to the following address:

Office of the City Clerk
City Hall
City of Calexico
608 Heber Avenue
Calexico, CA 92231

Name of Vendor: _____

Having carefully examined the Proposal requirements including the General Conditions, and the Request for Proposal for Public Works Yard Breakroom Roof Replacement Project, any addenda, and conditions affecting the work, the undersigned proposes to provide the required materials, services, warranties, and delivery of specified in the attached Proposal for the total sum not to exceed:

GRAND TOTAL \$ _____

Respectfully Submitted,

Name of Firm: _____

Address of Firm: _____

Signature: _____

Telephone Number: _____

Name Title: _____

Name and Title of Vendor's Representative who will service contract:

Address and Telephone Number of Vendor's Representative:

Email address of Vendor's Representative who will service contract:

STATEMENT OF VENDOR'S QUALIFICATIONS

Name of Vendor: _____

Please Provide Three References

REFERENCE 1

NAME: _____

ORGANIZATION: _____

TITLE: _____

AFFILIATION: _____

PHONE NUMBER: _____

REFERENCE 2

NAME: _____

ORGANIZATION: _____

TITLE: _____

AFFILIATION: _____

PHONE NUMBER: _____

REFERENCE 3

NAME: _____

ORGANIZATION: _____

TITLE: _____

AFFILIATION: _____

PHONE NUMBER: _____

EXHIBIT B

549 Pierce Avenue



Keyboard shortcuts | Map data ©2023 Imagery ©2023, Maxar Technologies, U.S. Geological Survey | Terms of Use | Report a map error

1" = 47 ft	Sub Title	02/27/2023		

This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up to date information.

EXHIBIT C

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the _____ day of _____, 2023, by and between the City of Calexico ("City") and _____ ("Consultant").

RECITALS

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

AGREEMENT

1. **Scope of Services.** The Consultant shall furnish the following services in a professional manner. Consultant shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time.
2. **Time of Performance.** The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City. All such work shall be completed no later than December 31, 2023. Time is of the essence for every provision of this agreement that states a time for performance and for every deadline imposed by the City.
3. **Compensation.** Compensation to be paid to Consultant shall be as set forth in Exhibit B, which is attached hereto and incorporated herein by reference. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. **Method of Payment.** Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. **Ownership of Documents.** All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City

shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

6. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
7. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by and during this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
 - b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
8. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
 9. Indemnity. Consultant agrees to indemnify, including the cost to defend, the City, and its officers, agents and employees from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence,

willful misconduct or defects in design by the City or its agents, servants, or independent contractors who are directly responsible to the City, or the active negligence of the City.

To the fullest extent permitted by law, the Consultant shall (1) immediately defend and (2) indemnify the City, and its councilmembers, officers, agents, and employees from and against all liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

- (b) The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its councilmembers, officers, agents, and employees, immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.
- (c) The review, acceptance or approval of the City's work or work product by any indemnified party shall not affect, relieve or reduce the City's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

10. Insurance Requirements.

- a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

- i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.

- i. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

- iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than two million dollars (\$2,000,000) combined single limit for each occurrence.

- iv. Errors and Omissions Liability. Consultant shall maintain errors and omissions liability insurance for all work performed under this Agreement in an amount of not less than two million dollars (\$2,000,000).

- b. Policy Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:
 - i. The City of Calexico, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

- ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
 - v. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.
 - c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
 - d. Certificates of Insurance and Endorsements. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
11. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
12. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall obtain a City of Calexico Business License.
13. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Imperial, California.

to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

16. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
17. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
18. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
19. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
21. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF CALEXICO:

CONSULTANT:

Esperanza Colio Warren
City Manager

APPROVED AS TO FORM:

ATTEST:

Carlos Campos
City Attorney

Gabriela Garcia
City Clerk

EXHIBIT A

SCOPE OF SERVICES

(proposal dated _____)

EXHIBIT B
SCHEDULE OF CHARGES

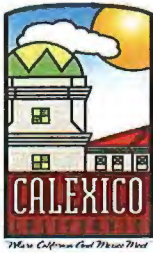
EXHIBIT C

CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE

I hereby certify that in the performance of the work for which this Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the State of California.

Executed on this _____ day of _____, 2023, at _____, California.

Consultant



CITY OF CALEXICO

608 Heber Ave.
Calexico, CA 92231-2840
Tel: 760.768.2160
Fax: 760.768.0992
www.calexico.ca.gov

Public Works Department

Request for Proposals for Public Works Yard Breakroom Roof Replacement Project Addendum No. 1 March 16, 2023

This Addendum forms a part of the Contract Documents for the above identified project and modifies the original request for proposal (RFP) as noted below. Portions of the contract not specifically mentioned in this Addendum, remain in force. All subconsultants affected shall be fully advised of these changes, deletions, and additions.

PROPOSAL SUBMISSION DATE

This Addendum shall indicate the extension of the "Proposal Due Date" for the above-mentioned projects from **Tuesday, March 21, 2023 to Tuesday, April 11, 2023 at 2:00p.m.**

This Addendum was sent via email. Please acknowledge receipt of this Addendum by signing and returning via email to falomir@calexico.ca.gov. Also include a copy of the Addendum in your proposal package.

Sincerely,

CITY OF CALEXICO

Lilliana Falomir
Public Works Manager – Administrative

ACCEPTANCE OF ADDENDUM

Receipt of the above-mentioned ADDENDUM No. 1, is hereby acknowledged by:

_____ Company Name

This the _____ day of _____, 2023

By: _____

Signature: _____ Title: _____

Viva Calexico!



CITY OF CALEXICO

608 Heber Ave.
Calexico, CA 92231-2840
Tel: 760.768.2160
Fax: 760.768.0992
www.calexico.ca.gov

Public Works Department

**Request for Proposals
for
Public Works Yard Breakroom
Roof Replacement Project
Addendum No. 2
March 28, 2023**

This Addendum forms a part of the Contract Documents for the above identified project and modifies the original request for proposal (RFP) as noted below. Portions of the contract not specifically mentioned in this Addendum, remain in force. All subconsultants affected shall be fully advised of these changes, deletions, and additions.

SITE VISIT INSPECTION:

Site Visit Inspection is scheduled for Tuesday, April 4, 2023, at 8:00a.m. The Site Visit Inspection will begin at City Hall, 608 Heber Avenue, Calexico, CA.

RESPONSE TO QUESTION(S):

1. Has a hazardous material survey been done in relation to the project above?

A hazardous material survey has not been done for the above-mentioned project. Please be advised that it will be the responsibility of the contactor to conduct and/or hire a consultant to perform the hazardous material survey before submitting the roof permit to the City of Calexico Building Department.

This Addendum was sent via email. Please acknowledge receipt of this Addendum by signing and returning via email to falomirl@calexico.ca.gov. Also include a copy of the Addendum in your proposal package.

Sincerely,

CITY OF CALEXICO

Lilliana Falomir
Public Works Manager – Administrative

Viva Calexico!

ACCEPTANCE OF ADDENDUM

Receipt of the above-mentioned ADDENDUM No. 2, is hereby acknowledged by:

Company Name

This the _____ day of _____, 2023

By: _____

Signature: _____ Title: _____