

# CITY OF CALEXICO

## REQUEST FOR PROPOSAL



**BID NO. 2025-900**

### **REDESIGN SERVICES for ADRIAN C. CORDOVA MEMORIAL PARK**

**Date of Issue:**

December 17, 2025

**Question Deadline:**

January 16, 2026 by 3:00 PM

**Proposal Due Date:**

March 06, 2026 by 3:00 PM

**Proposal Delivery Method & Location:**

Hard copy to be delivered by physical mail, courier, or hand-delivery at  
Calexico City Hall - 608 Heber Ave, Calexico, CA 92231

Responses must be received no later than the date, time, and location indicated above for the receipt of proposals. Late submission of responses shall not be considered. Submittal of response by fax is not acceptable. Note: This proposal does not constitute an order for the services specified.

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**CITY OF CALEXICO**  
**REQUEST FOR PROPOSAL**  
**ADRIAN C. CORDOVA MEMORIAL PARK**

**I. BRIEF OVERVIEW**

The City of Calexico is seeking a qualified landscape architectural or multidisciplinary design firm (“Consultant”) to lead the development of a comprehensive design concept, cost analysis, and construction plans and specifications for the reimagining and modernization of the Adrian C. Cordova Memorial Park, located within Calexico’s city limits, in accordance with the included proposal specifications.

**THE COMMUNITY AND BACKGROUND**

The City of Calexico is located in southern Imperial County, California. It is about 122 miles (196 km) east of San Diego and 62 miles (100 km) west of Yuma, Arizona. The city was founded in 1899 and incorporated in 1908. Calexico has a total area of 8.60 square miles (22 km<sup>2</sup>) of land, it is home to nearly 39,000 residents, contributing to a diverse and dynamic community. As the City continues to grow and evolve, so too does its vision for public spaces—creating parks that enhance quality of life, foster connections, and serve as vibrant hubs for recreation and social engagement.

Located in a residential area of Calexico at 1379-1391 Meadows Dr, Adrian C. Cordova Memorial Park spans fifteen acres of open space that has long served as a gathering place with a soccer field, a children’s play area, and open turf areas with exercising machines. However, the park is due for a transformation into a vibrant, multi-generational hub that fosters connection, recreation, and civic pride.

Over time, Adrian C. Cordova Memorial Park has faced challenges that have impacted on its role as a welcoming and vibrant public space. Recognizing the need to enhance safety, accessibility, and usability, the City of Calexico is committed to reinvesting in its future. Guided by community input, this comprehensive reimagination process will transform Adrian C. Cordova Memorial Park into a welcoming, inclusive, and dynamic space that aligns with broader urban revitalization efforts.



## **II. GENERAL TERMS AND CONDITIONS**

### **QUESTIONS REGARDING THE REQUEST FOR PROPOSAL (RFP)**

Any questions, interpretations, or clarifications, either administrative or technical, about this RFP must be requested in writing prior to the date indicated on the cover page. All pertinent questions will be answered in writing and conveyed to all proposers via the City's website and to their emails. Oral statements concerning the meaning or intent of the contents of this RFP by any person are unauthorized and invalid. All questions technical, commercial, or contractual in nature shall be directed via email, addressed to Jesus Villegas Peimbert, Public Works Director/City Engineer, at [jvillegas@calexico.ca.gov](mailto:jvillegas@calexico.ca.gov).

### **ERRORS AND OMISSIONS**

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP or any of its attachments, he/she shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications will be made by addenda. Clarifications will be given by written notice to all parties who have been furnished with or who have requested an RFP, without divulging the source of the request.

If a proposer fails to notify the City prior to the date fixed for submission of proposals of an error in the RFP known to him/her, or an error that reasonably should have been known to him/her, he/she shall bid at his/her own risk, and if he/she is awarded the contract, he/she shall not be entitled to additional compensation or time by reason of the error or its later correction.

### **ADDENDA**

The City may modify this RFP, any of its key action dates, or any of its attachments, prior to the proposal submittal date. Addenda will be numbered consecutively. It is the proposer's responsibility to ensure they have incorporated all addenda. Failure to acknowledge and incorporate addenda will not relieve the proposer of the responsibility to meet all terms and conditions of the RFP and any subsequent addenda. All addenda's will be posted via email to the proposers.

### **SUBMISSION OF PROPOSAL**

Physical proposals will be accepted on or before the date and time indicated on the cover page, and in accordance with Section IV - Proposal Instructions and Format.

### **PROPOSER'S COST**

Costs for developing proposals are entirely the responsibility of the proposer and shall not be chargeable to the City.

### **EXCEPTIONS**

If a proposer takes exception to any part of these specifications as written, or as amended by any addenda subsequently issued, or to the Professional Services Agreement Sample attached to this RFP as Attachment "A", they must do so in writing. Said exceptions must be submitted with the proposal. Failure to do so will be construed as acceptance of all items of the specification and the Agreement.

## **DELIVERY OF PROPOSALS**

All proposals shall be submitted sufficiently in advance of the proposal due date. Proposals will ONLY be accepted physically, by mail, courier or hand-delivery, at the City of Calexico's City Hall. LATE PROPOSALS WILL NOT BE ACCEPTED.

## **PROPOSALS BECOME THE PROPERTY OF THE CITY**

Proposals become the property of the City of Calexico and information contained therein shall become public property subject to disclosure laws. The City reserves the right to make use of any information or ideas contained in the proposal.

## **CONFIDENTIAL MATERIAL**

Proposer must notify the City of Calexico in advance of any proprietary or confidential material contained in the proposal and provide justification for not making such material public. The City shall have sole discretion to disclose or not disclose such material subject to any protective order which proposer may obtain.

## **REJECTION OF PROPOSALS**

The City may reject any or all proposals and may waive any immaterial deviation in a proposal. The City's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the proposer from full compliance with the specifications if he/she is awarded the contract. Proposals referring to terms and conditions other than the City's terms and conditions may be rejected as being non-responsive.

## **CANCELLATION**

This solicitation does not oblige the City to enter into an agreement with any proposer. The City retains the right to cancel this RFP at any time, at its discretion, for reasons including, but not limited to, the project being canceled, the City loses the required funding, or if it is deemed in the best interest of the City. No obligation, either expressed or implied, exists on the part of the City to make an award or to pay any cost incurred in the preparation or submission of a proposal.

## **INSURANCE REQUIREMENTS**

The City requires a certificate of insurance prior to commencement of any work. An underwriter's endorsement is also required with additional insured verbiage, and the surety must be an admitted surety in the State of California. Complete insurance requirements are stated in Exhibit C of the Professional Services Agreement.

## **AWARD OF CONTRACT**

Award, if any, will be to the proposer whose proposal best complies with all the requirements of the RFP documents and any addenda. Evaluation methodology and basis for the award are described in Section V – Evaluation Criteria.

## **TERMS OF CONTRACT**

The period of services shall commence April 29, 2026, and continue through April 29, 2027. The City may extend the term by two (2) one-year additional terms.

## **CONTRACT DOCUMENTS**

In the event of a conflict between documents, the following order of precedence shall apply:

1. City of Calexico Professional Agreement
2. City of Calexico Request for Proposal
3. Proposer's Response

### **EXECUTION OF THE CONTRACT**

The Agreement shall be signed by the proposer and returned, along with the required attachments, to the City within ten (10) working days of receipt of the Professional Services Agreement. The period for execution may be changed by mutual agreement of the parties. Agreements are not effective until approved by the appropriate City official(s). Any work performed prior to receiving a fully executed agreement shall be at proposer's own risk.

### **CAMPAIGN CONTRIBUTION DISCLOSURE**

Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Attachment "A".

### **III. SCHEDULE OF EVENTS**

1. Release of Request for Proposal \_\_\_\_\_ **December 17, 2025**
2. Deadline for Questions to the City \_\_\_\_\_ **January 16, 2026 by 3:00 PM**
3. City's Deadline for Responses to Questions \_\_\_\_\_ **February 13, 2026**
4. Deadline for Receipt of Proposals \_\_\_\_\_ **March 06, 2026 by 3:00 PM**
5. Award by City Council \_\_\_\_\_ **April 15, 2026**
6. Notice to Proceed After Award \_\_\_\_\_ **April 29, 2026**

\*NOTE: The City may adjust the dates after receipt of the proposals without further notice.

### **IV. SCOPE OF SERVICES**

The City of Calexico is seeking a qualified firm to lead a community-driven transformation of Adrian C. Cordova Memorial Park, creating a vibrant, inclusive, and welcoming public space that supports the city's broader downtown revitalization efforts. The City envisions Adrian C. Cordova Memorial Park as a more active and engaging environment, featuring diverse recreational areas and sports fields, the inclusion of senior-friendly amenities, additional parking and an enhanced walking loop that will connect all spaces. A key element in this project is that community input will be the cornerstone of this redesign. The City is committed to ensuring that the final design reflects the needs, desires, and aspirations of Calexico's residents. The consultant will lead an inclusive public outreach process to ensure community input directly shapes the park's features and amenities.

The final master plan should balance the City's broader goals, community priorities, feasibility, sustainability, and long-term maintenance considerations, while enhancing the park's role as a safe, accessible, and multi-functional gathering space for all.

The selected consultant will collaborate closely with City staff, stakeholders, and residents to develop a vision-driven plan that fosters creativity, embraces flexibility, and aligns with the City's goals for the park's long-term functionality and relevance. Community engagement will be woven into every phase, ensuring the final design is a true reflection of the people it will serve.

The selected firm will be responsible for executing, but not limited to, the following key tasks:

a. TASK 1) Project Administration & Coordination

- Maintain regular communication with City staff through biweekly meetings to review project progress, design iterations, and key milestones.
- Work closely with City's Development Services, Public Works, Police and Fire departments to ensure alignment with city goals and zoning requirements.
- Provide detailed project schedules and updates at biweekly intervals.
- Lead and facilitate at least five (5) community engagement meetings, including one presentation to the City Council.
- Prepare meeting agendas, minutes, and action items to track key decisions.
- Develop a public outreach plan and materials, including translated versions (Spanish and other languages as needed) to ensure broad accessibility.

b. TASK 2) Site Analysis & Existing Conditions Assessment

- Conduct a comprehensive site review to evaluate:
  1. Existing amenities and infrastructure.
  2. Accessibility and ADA compliance.
  3. Safety concerns and security needs.
  4. Other potential areas for improvement
  5. Potential environmental factors
- Environmental considerations, including stormwater management and sustainability.
- Perform topographical and boundary land surveys to assess site constraints and opportunities.
- Identify potential utility conflicts and coordinate with affected utility providers as necessary.

c. TASK 3) Community Engagement & Visioning

- Facilitate and implement a multi-faceted public engagement process to gather diverse community input through:
  1. Traditional public meetings and workshops at various key locations.
  2. Online Survey and social media campaign
  3. Bilingual engagement strategies to ensure participation from Calexico's diverse community.

4. Outreach efforts will prioritize residents within a 3/4-mile radius of the park, as well as input from downtown businesses, schools, and local organizations.
  - Present multiple preliminary concept design options for public review, incorporating feedback into the final preferred plan.
  - Summarize public input in a Community Engagement Report that documents key themes, priorities, and responses to concerns.

d. TASK 4) Concept Development & Design Approach

- Utilize community feedback and technical feasibility to develop preliminary concept plans that balance public desires with practical implementation.
- Ensure designs allow for a phased approach, supporting potential funding strategies and incremental improvements.
- Integrate SITES certification principles, emphasizing sustainability, environmental impact reduction, and resilient design.
- Address the city's broader goal of revitalizing the downtown core by enhancing the park's role as a central gathering space that fosters community interaction, supports local events, and contributes to the overall vibrancy of the area, creating a seamless connection between the park and surrounding downtown amenities.
- Explore potential for enhanced security measures, lighting, and design elements that foster a safe and inviting atmosphere.
- Complete a professional Traffic Impact Study (TIS) or Analysis (TIA) for the evaluation of how the proposed design will affect local roads, intersections, pedestrians.
- Complete a professional noise technical report involving an acoustic analysis to establish the existing noise environment, predicts future noise levels from park activities and surrounding sources (like traffic), and recommends mitigation measures to meet local noise standards.
- Complete a lighting report for the proposed design with a comprehensive approach that balances safety, functionality, aesthetics, and environmental considerations.
- The proposed design should take in consideration the following three (3) scenarios; Keep all three (3) existing baseball fields, keep only two (2) of the existing baseball fields, and keep only one (1) of the existing baseball fields.

- The community will play a central role in shaping the park's features, ensuring that its design reflects local needs and priorities. Potential recreational and functional elements may include, but are not limited to:

1. Walking paths and multi-use open spaces.
2. Shaded gathering areas, picnic tables, seating, and possible dining pavilion.
3. Incorporate a diversity of different sport fields and/or courts.
4. Restroom enhancements for safety and accessibility.
5. Modernized play structures, adventure play elements, and fitness amenities.
6. Art installations and cultural elements reflective of Calexico's identity.
7. Improved lighting, security features and landscaping enhancements.
8. Flexible event spaces that can host community gatherings, markets, and other dynamic activities.
9. Dedicated green spaces or a botanical garden for relaxation, nature walks, and educational opportunities.
10. Universal accessibility throughout the park and Senior-friendly amenities.

e. TASK 5) Utility Coordination & Preliminary Engineering

- Identify existing utilities and assess potential conflicts with proposed design elements.
- Coordinate with utility providers and adjacent agencies to ensure compliance with infrastructure requirements.
- Conduct preliminary engineering assessments for:

1. Water services and irrigation.
2. Stormwater management solutions, including potential infiltration infrastructure.
3. ADA compliance upgrades.

f. TASK 6) Phased Design Submittals & Cost Estimates

- Prepare and submit design documents at 30%, 60%, 90%, and 100% completion for City review and approval.
- Provide detailed cost estimates at each milestone to ensure alignment with the project budget.
- Develop a phased implementation strategy that prioritizes park features based on community needs, feasibility, and available funding. The strategy should distinguish between essential and desirable elements, allowing for flexibility in future expansions or grant-funded phases. This approach should ensure maximum impact within the available budget while leaving room for potential future improvements.
- Ensure all construction and design plans conform to applicable state and city regulations.

- **Sustainability Consideration:** The design should prioritize sustainability, functionality, and long-term maintenance by incorporating native and drought-tolerant landscaping, water-saving features, and durable, eco-friendly materials. This includes low-maintenance, water-efficient plant species, smart irrigation systems (e.g., weather-based controllers, drip irrigation), and stormwater management solutions such as permeable surfaces, bioswales, or dry wells to reduce runoff. Additionally, the use of sustainable, resilient materials for site furnishings, play structures, and pathways will enhance durability and minimize maintenance costs.

g. **TASK 7) Final Deliverables & Presentation**

The selected Consultant will provide the City with a comprehensive package of final deliverables, including:

- Final master plan and conceptual designs with phased development options.
- Community Engagement Report summarizing public input and responses.
- Site assessments, feasibility studies, and engineering evaluations.
- Cost estimates and Identification of funding strategy including provide guidance on grant and partnership opportunities.
- Technical specifications and special provisions for future implementation.
- Digital files of all design and planning documents (PDF, AutoCAD, GIS).
- Formal presentations to City leadership and key stakeholders.

**V. PROPOSAL INSTRUCTIONS AND FORMAT**

**a. INTRODUCTION**

To be considered responsive to this RFP, proposer must submit proposal in the format identified in this section. All requirements and questions in the RFP must be addressed, and all requested data must be supplied. The City reserves the right to request additional information that, in the City’s opinion, is necessary to assure that the proposer’s competence, number of qualified employees, business organization, and financial resources are adequate to perform according to contract.

**b. DELIVERY OF PROPOSALS**

- a) Five (5) hard copies and one (1) USB drive with the proposal, physically delivered to Calexico’s City Hall.
- b) The proposal must be received by the City no later than the date and time specified on the cover page. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- c) Proposals shall be labeled as follows:

**SEALED BID - DO NOT OPEN BEFORE 3:00 PM ON MARCH 06, 2026**  
**ATTENTION: CITY CLERK**  
**“RFP NO. 2025-900 – ADRIAN C. CORDOVA MEMORIAL PARK REDESIGN”**  
**BIDDER: Your Company name**

### **c. PREPARATION**

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the proposer's demonstrated capability to perform work of this type. EMPHASIS SHOULD BE ON COMPLETENESS AND CLARITY OF CONTENT.

### **d. PROPOSAL FORMAT**

Proposals shall adhere to the following format for organization and content. Proposals must be divided into the individual sections listed below and must be indexed.

a) Cover Letter

The cover letter shall include a brief general statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter should include a brief summary of proposers' qualifications and proposers' willingness to enter into a contract under the terms and conditions prescribed by the City of Calexico Professional Services Agreement.

**Please Note: The letter should be signed by an individual who can bind the proposer contractually.**

b) Exceptions

Any and all exceptions to the RFP must be listed on an item-by-item basis and cross-referenced with the RFP document. If there are no exceptions, proposer must expressly state that no exceptions are taken.

### **e. PROPOSAL CONTENT**

a) SECTION I – EXPERIENCE

This section shall contain responses to the minimum proposer qualifications included in Section III – Proposer Qualifications of the RFP, a general overview of the proposer's qualifications, and shall include, but not be limited to, the following information:

- 1) Proposer name, address, telephone number, email address and authorized representative(s).
- 2) Proposer shall identify the number of years of experience in providing professional services, similar in size and scope to that requested in this RFP.
- 3) Proposer References: Provide three (3) client references for which the proposer has provided similar services. References shall include date and description of service, project location, completion dates, organization's name, contact person, title, address, email address and telephone number.

b) SECTION II – PERSONNEL

Proposer shall identify the number of working employees who will be assigned to the work-site and identify the names of the project manager and key personnel who shall be assigned to this project if a contract is awarded, including resumes and titles.

c) SECTION III – DETAILED APPROACH AND METHODOLOGY

This section should include a detailed description of the approach and methodology to be used in providing the services outlined in the scope, as well as timeline for implementation and on-going support.

d) SECTION IV – FEE SCHEDULE

Proposer is expected to quote a firm-fixed fee for the services identified in Section IV, Scope of Services. Include a fee schedule for all possible services.

**VI. EVALUATION CRITERIA**

<b>Criteria</b>	<b>Max Points</b>
Responsiveness and understanding	15
Related Project Experience	20
Qualifications and Experience of Firm and Project Team	15
Project Approach	20
Lump Sum, Unit Price and Hourly Rate	20
Overall Quality and Creativity of Proposal	10
<b>Total =</b>	<b>100</b>

**VII. NOTIFICATIONS**

- a. All questions technical, commercial, or contractual in nature shall be directed via email to Jesus Villegas Peimbert, Public Works Director/City Engineer, at [jvillegas@calexico.ca.gov](mailto:jvillegas@calexico.ca.gov).
- b. The City reserves the right to reject any and all proposals, to waive the informality in any proposal, and to select the proposal that best meets its needs.
- c. All costs incurred in the preparation of the proposal are the responsibility of the submitting firm. All proposals submitted to the City in response to this request for proposals shall become the property of the City and will not be returned.





## LEVINE ACT DISCLOSURE STATEMENT

### DEFINITIONS

Term	Definition	Law
<b>Covered "proceedings"</b>	A proceeding to grant, deny, revoke, restrict, or modify a license, permit or other entitlement for use, that does not solely involve purely ministerial decisions and is: (1) Applied for by the party; (2) Formally or informally requested by the party; or (3) A contract between the agency and the party or a franchisee granted by the agency to the party, other than a contract that is <b>competitively bid</b> , a <b>labor contract</b> , or a <b>personal employment contract</b> .	<a href="#">FPPC Reg 18438.2(a)</a>
<b>Party</b>	Any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.	<a href="#">Gov. Code 84308(a)(1)</a>
<b>Participant</b>	Any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision. A person actively supports or opposes a particular decision in a proceeding if that person lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.	<a href="#">Gov. Code 84308(a)(2)</a> <a href="#">FPPC Reg 18438.4</a>
<b>Agent</b>	A person who represents a party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding. See FPPC Reg 18438.3 for exceptions for certain consultants.	<a href="#">FPPC Reg 18438.3</a>
<b>Competitively Bid</b>	A contract required by law to be awarded to the lowest responsible bidder with a responsive bid, or, if the successful bidder refuses or fails to execute the contract, to the next lowest bidder with a responsive bid.	<a href="#">FPPC Reg 18438.2(a)(3)(A)</a>
<b>Labor Contract</b>	A contract or agreement reached through collective bargaining or with a representative group regarding the salary, benefits, or terms and conditions under an employment or retirement policy for employees or retirees, including a project labor agreement entered under Public Contract Code Section 2500.	<a href="#">FPPC Reg 18438.2(a)(3)(B)</a>
<b>Personal Employment Contract</b>	A contract for employment, including the terms and conditions of employment, between the agency and an agency employee. A contract with an independent contractor is NOT a personal employment contract.	<a href="#">FPPC Reg 18438.2(a)(3)(C)-(D)</a>

**ATTACHMENT "B"  
PROFESSIONAL SERVICES AGREEMENT SAMPLE**

**PROFESSIONAL SERVICES AGREEMENT**

**BY AND BETWEEN**



**THE CITY OF CALEXICO**

**A CALIFORNIA MUNICIPAL CORPORATION**

**AND**

**[\*\*NAME\*\*]**

**[\*\*INSERT ENTITY TYPE AND STATE OF  
INCORPORATION\*\*]**

**AGREEMENT # [\*\*INSERT AGREEMENT #\*\*]**

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Calxico ("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 June 31, 2026. 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 one million dollars (\$1,000,000) 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 one million dollars (\$1,000,000) 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 one million dollars (\$1,000,000).
- 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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:

\_\_\_\_\_  
Benjamin Martinez  
City Manager

\_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Carlos Campos  
City Attorney

\_\_\_\_\_  
Veronica L. Alvarado  
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 \_\_\_\_\_, 2026, at \_\_\_\_\_, California.

\_\_\_\_\_  
Consultant