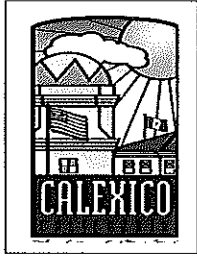


AGENDA
ITEM


14




AGENDA STAFF REPORT

DATE: July 15, 2020

TO: Mayor and City Council

APPROVED BY: David B. Dale, City Manager 

PREPARED BY: Lilliana Falomir, Public Works Manager – Administrative 

SUBJECT: Award the Bid Proposal from Tom Watson Inc. in the amount of \$755,501.00 and Authorize City Manager to Sign Construction Agreement for Sport Lighting at Adrian C. Cordova Memorial Park Project No. 2020-400.

=====
Recommendation:

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

1. Award the Bid Proposal from Tom Watson Inc. in the amount of \$755,501.00 and Authorize City Manager to Sign Construction Agreement for Sport Lighting at Adrian C. Cordova Memorial Park Project No. 2020-400.

Background:

On June 16, 2020, the City of Calexico Public Works Department requested bids for sport lighting at Adrian C. Cordova Memorial Park Project No. 2020-400. The project consists of installing sporting lighting at three (3) baseball fields with the option of also installing sport lighting at the soccer field, basketball court and parking lot with new 1500W and 1000W metal halide/LED fixtures, sport lighting poles & assemblies, pole foundations, SES meter pedestal, lighting panel boards, step down transformer, lighting control cabinet, wiring, conduit, sport lighting system calculation and design, hardware and accessories.

Discussion & Analysis:

On July 8, 2020, the Office of the City Clerk received one (1) bid:

OPTION NO. 1

Item	Description	Tom Watson Inc.	
		Metal Halide	LED
Item A	Sport lighting for three (3) baseball fields	447,595.00	469,678.00

<p>AGENDA ITEM 14</p>
--

Additive B	Sport lighting for one (1) soccer field	177,362.00	216,559.00
Additive C	Sport lighting for one (1) basketball court	63,743.00	69,264.00
Additive D	Lighting system for one (1) parking lot	65,212.00	65,212.00
		\$ 753,912.00	\$ 820,713.00

OPTION NO. 2

Item	Description	Tom Watson Inc.	
		Metal Halide	LED
Item A	Sport lighting for three (3) baseball fields	447,595.00	469,678.00
Additive B	Sport lighting for one (1) soccer field	177,362.00	216,559.00
Additive C	Sport lighting for one (1) basketball court	63,743.00	69,264.00
		\$ 688,700.00	\$ 755,501.00

OPTION NO. 3

Item	Description	Tom Watson Inc.	
		Metal Halide	LED
Item A	Sport lighting for three (3) baseball fields	447,595.00	469,678.00
Additive B	Sport lighting for one (1) soccer field	177,362.00	216,559.00
		\$ 624,957.00	\$ 686,237.00

OPTION NO. 4

Item	Description	Tom Watson Inc.	
		Metal Halide	LED
Item A	Sport lighting for three (3) baseball fields	447,595.00	469,678.00
		\$ 447,595.00	\$469,678.00

After carefully reviewing all options and available funding for said project; Public Works staff is recommending Option No. 2 – LED fixtures. With Option No. 2, the City will be able to provide sport lighting to three (3) different types of sports: baseball fields, soccer field and basketball court.

Public Works Staff has found that Tom Watson Inc. meets all required guidelines and are the only responsible bidder. For this reason, Public Works Staff is requesting City Council authorization to award the bid proposal for Option No. 2 and authorize the City Manager to sign an agreement with Tom Watson Inc.

Fiscal Impact:

Budgeted Item for FY 2020-2021 – Capital Improvement Program	
Measure "H" Bond	\$755,501.00
Total	<hr/> \$755,501.00

Coordinated With:

Public Works Department and Office of the City Clerk.

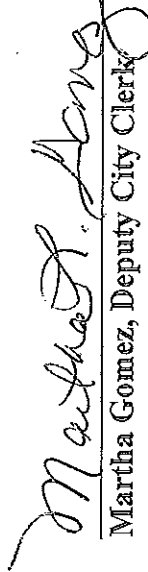
Attachment(s):

1. Bid Tabulation Sheet.
2. Tom Watson Inc. Bid Proposal.
3. Tom Watson Inc. Construction Agreement.
4. Plans for Sport Lighting at Adrian C. Cordova Memorial Park.
5. Plan Holders List.
6. Imperial Valley Press Affidavit.

**CITY OF CALEXICO
OFFICE OF THE CITY CLERK
BID TABULATION**

Bid: Sport Lighting at Adrian C. Cordova Memorial Park
Dept.: Public Works
Date: 07/07/2020
Time: 2:00p.m.
Location: City Hall, Council Chambers, 608 Heber Avenue, Calexico, CA 92231

COMPANY	ITEM A	ADDITIVE B	ADDITIVE C	ADDITIVE D
Tom watson INC metal halide	\$447,595.00	\$177,362.00	\$63,743.00	\$65,212.00
Tom watson INC LED	\$469,678.00	\$216,559.00	\$69,264.00	\$65,212.00


 Martha Gomez, Deputy City Clerk
 Date 07/07/2020

BID SCHEDULE

METAL HALIDE

ITEM A: For all labor, materials, and equipment to provide and install Sporting Lighting System for three (3) baseball fields with New 1500W Metal Halide Fixtures, Sport Lighting Poles & Assemblies, Pole Foundations, SES Meter Pedestal, Lighting Panel Boards, Step Down Transformer, Lighting Control Cabinet, Wiring, Conduit, Sport Lighting System Calculation and Design, Hardware, Accessories including all demolition, civil, structural, mechanical, electrical, instrumentation, base bid items and appurtenances as shown and specified but excluding Items B, C and D the lump sum of

FOUR HUNDRED FORTY SEVEN THOUSAND FIVE HUNDRED NINETY FIVE DOLLARS

Dollars \$ **447,595.00**

TOTAL AMOUNT OF BASE BID

Sum of Item A for the amount of **FOUR HUNDRED FORTY SEVEN THOUSAND**

FIVE HUNDRED NINETY FIVE DOLLARS

Dollars \$ **447,595.00**

ADDITIVE ITEM B: For all labor, materials, and equipment to provide and install Sporting Lighting System for one (1) soccer field with New 1500W Metal Halide Fixtures, Sport Lighting Poles & Assemblies, Pole Foundations, SES Meter Pedestal, Lighting Panel Boards, Step Down Transformer, Lighting Control Cabinet, Wiring, Conduit, Sport Lighting System Calculation and Design, Hardware, Accessories including all demolition, civil, structural, mechanical, electrical, instrumentation, base bid items and appurtenances as shown and specified but excluding Items A, C and D the lump sum of

ONE HUNDRED SEVENTY SEVEN THOUSAND THREE HUNDRED SIXTY TWO DOLLARS

Dollars \$ **177,362.00**

TOTAL AMOUNT OF BID

Sum of Item B for the amount of **ONE HUNDRED SEVENTY SEVEN THOUSAND**

THREE HUNDRED SIXTY TWO DOLLARS

Dollars \$ **177,362.00**

ADDITIVE ITEM C: For all labor, materials, and equipment to provide and install Sporting Lighting System for one (1) basketball court with New 1000W Metal Halide Fixtures, Sport Lighting Poles & Assemblies, Pole Foundations, SES Meter Pedestal, Lighting Panel Boards, Step Down Transformer, Lighting Control Cabinet, Wiring, Conduit, Sport Lighting System Calculation and Design, Hardware, Accessories including all demolition, civil, structural, mechanical, electrical, instrumentation, base bid items and appurtenances as shown and specified but excluding Items A, B and D the lump sum of

SIXTY THREE THOUSAND SEVEN HUNDRED FORTY THREE DOLLARS

Dollars \$ **63,743.00**

TOTAL AMOUNT OF BID

Sum of Item C for the amount of SIXTY THREE THOUSAND SEVEN HUNDRED FORTY THREE DOLLARS
Dollars \$ 63,743.00

ADDITIVE ITEM D: For all labor, materials, and equipment to provide and install Lighting System for one (1) parking lot with Lighting Poles & Assemblies, Pole Foundations, SES Meter Pedestal, Lighting Panel Boards, Step Down Transformer, Lighting Control Cabinet, Wiring, Conduit, Sport Lighting System Calculation and Design, Hardware, Accessories including all demolition, civil, structural, mechanical, electrical, instrumentation, base bid items and appurtenances as shown and specified but excluding Items A, B and C the lump sum of SIXTY FIVE THOUSAND TWO HUNDRED TWELVE DOLLARS
Dollars \$ 65,212.00

TOTAL AMOUNT OF BID

Sum of Item D for the amount of SIXTY FIVE THOUSAND TWO HUNDRED TWELVE DOLLARS
Dollars \$ 65,212.00


1.00 – The undersigned hereby acknowledges the receipt of the following addendum:

None X ; No. 1 _____; No. 2 _____; No. 3 _____; No. 4 _____; No. 5 _____

2.00 – The undersign hereby certifies that this proposal/bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation.

3.00 – The undersigned hereby accepts on the behalf of his firm all provisions and requirements of the contract documents, including but not limited to those related to time of completion and liquidated damages.

4.00 – The undersigned hereby certifies that they are authorized representative of the firm on whose behalf this proposal/bid is submitted and that they are acting at the direction and with the required approval of said firm, which is identified as follows:

Name of firm: TOM WATSON INC
Address of firm: 1199 INDUSTRY WAY EL CENTRO, CA 92243
Telephone number: (760) 352.7776 Fax number: (760) 352.7766
Contractor's license number: 644243 Type: A,B, C-10
Signed:  Date: 07.07.20
TOM WATSON - PRESIDENT

END OF PROPOSAL/BID FORM

BID SCHEDULE

LED

ITEM A: For all labor, materials, and equipment to provide and install Sporting Lighting System for three (3) baseball fields with New 1500W Metal Halide Fixtures, Sport Lighting Poles & Assemblies, Pole Foundations, SES Meter Pedestal, Lighting Panel Boards, Step Down Transformer, Lighting Control Cabinet, Wiring, Conduit, Sport Lighting System Calculation and Design, Hardware, Accessories including all demolition, civil, structural, mechanical, electrical, instrumentation, base bid items and appurtenances as shown and specified but excluding Items B, C and D the lump sum of

FOUR HUNDRED SIXTY NINE THOUSAND SIX HUNDRED SEVENTY EIGHT DOLLARS

Dollars \$ **469,678.00**

TOTAL AMOUNT OF BASE BID

Sum of Item A for the amount of **FOUR HUNDRED SIXTY NINE THOUSAND**

SIX HUNDRED SEVENTY EIGHT DOLLARS

Dollars \$ **469,678.00**

ADDITIVE ITEM B: For all labor, materials, and equipment to provide and install Sporting Lighting System for one (1) soccer field with New 1500W Metal Halide Fixtures, Sport Lighting Poles & Assemblies, Pole Foundations, SES Meter Pedestal, Lighting Panel Boards, Step Down Transformer, Lighting Control Cabinet, Wiring, Conduit, Sport Lighting System Calculation and Design, Hardware, Accessories including all demolition, civil, structural, mechanical, electrical, instrumentation, base bid items and appurtenances as shown and specified but excluding Items A, C and D the lump sum of

TWO HUNDRED SIXTEEN THOUSAND FIVE HUNDRED FIFTY NINE DOLLARS

Dollars \$ **216,559.00**

TOTAL AMOUNT OF BID

Sum of Item B for the amount of **TWO HUNDRED SIXTEEN THOUSAND FIVE**

HUNDRED FIFTY NINE DOLLARS

Dollars \$ **216,559.00**

ADDITIVE ITEM C: For all labor, materials, and equipment to provide and install Sporting Lighting System for one (1) basketball court with New 1000W Metal Halide Fixtures, Sport Lighting Poles & Assemblies, Pole Foundations, SES Meter Pedestal, Lighting Panel Boards, Step Down Transformer, Lighting Control Cabinet, Wiring, Conduit, Sport Lighting System Calculation and Design, Hardware, Accessories including all demolition, civil, structural, mechanical, electrical, instrumentation, base bid items and appurtenances as shown and specified but excluding Items A, B and D the lump sum of

SIXTY NINE THOUSAND TWO HUNDRED SIXTY FOUR DOLLARS

Dollars \$ **69,264.00**

TOTAL AMOUNT OF BID

Sum of Item C for the amount of SIXTY NINE THOUSAND TWO HUNDRED SIXTY FOUR DOLLARS

Dollars \$ 69,264.00

ADDITIVE ITEM D: For all labor, materials, and equipment to provide and install Lighting System for one (1) parking lot with Lighting Poles & Assemblies, Pole Foundations, SES Meter Pedestal, Lighting Panel Boards, Step Down Transformer, Lighting Control Cabinet, Wiring, Conduit, Sport Lighting System Calculation and Design, Hardware, Accessories including all demolition, civil, structural, mechanical, electrical, instrumentation, base bid items and appurtenances as shown and specified but excluding Items A, B and C the lump sum of

SIXTY FIVE THOUSAND TWO HUNDRED TWELVE DOLLARS

Dollars \$ 65,212.00

TOTAL AMOUNT OF BID

Sum of Item D for the amount of SIXTY FIVE THOUSAND TWO HUNDRED TWELVE DOLLARS

Dollars \$ 65,212.00

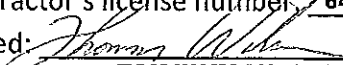
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4.00 – The undersigned hereby certifies that they are authorized representative of the firm on whose behalf this proposal/bid is submitted and that they are acting at the direction and with the required approval of said firm, which is identified as follows:

Name of firm: TOM WATSON INC
Address of firm: 1199 INDUSTRY WAY EL CENTRO, CA 92243
Telephone number: (760) 352.7776 Fax number: (760) 352.7766
Contractor's license number: 644243 Type: A,B, C-10
Signed:  Date: 07.07.20
TOM WATSON - PRESIDENT

END OF PROPOSAL/BID FORM

**CONSTRUCTION AGREEMENT
CITY OF CALEXICO, CALIFORNIA**

THIS AGREEMENT is made this 15th day of July, 2020, by and between the City of Calexico, a Municipal Corporation of the State of California ("City") and Tom Watson Inc. ("Contractor"). The City and the CONTRACTOR for consideration stated herein agree as follows:

1. Description of Project

CONTRACTOR shall provide for the construction of Sport Lighting at Adrian C. Cordova Memorial Park Project No. 2020-400 in accordance with the Invitation for Bids.

2. Description of Work

2.1 CONTRACTOR shall furnish all of the labor, tools, equipment, and services required to perform all of the work in connection with the construction of Sport Lighting Project in accordance with the invitation for Bids, incorporated by reference as though fully set herein. Said construction shall be in accordance with Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and the General Prevailing Wage rates dated 2020. Said invitation for bids, Standard Plans, Standard Specifications, Labor Surcharge and Equipment Rental Rates, and General Prevailing Wage Rates are as fully a part of the Agreement as if hereto attached or herein repeated.

2.2 The work to be performed under this Agreement shall conform to the plans entitled "Sport Lighting at Adrian C. Cordova Memorial Park Project No. 2020-400", incorporated herein as fully a part of this Agreement as if hereto attached or herein repeated.

3. Time for Completion

The work shall be commenced on the date stated in Notice to Proceed, and shall be completed within the allotted working days after the date stated in such Notice.

4. Compensation

4.1 City will pay the CONTRACTOR for the performance of this Agreement according to the terms and conditions contained in the Project's Invitation for Bids and Proposal or bid submittal by CONTRACTOR. CONTRACTOR will take full payment in accordance with the following item prices incorporated as part of the proposal or bid submitted by CONTRACTOR.

4.2 CONTRACTOR agrees to receive and accept said compensation as full payment for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by CITY and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work in the manner and according to the plans and specification, and the requirements of the CITY Engineer. This provision in no way limits the CONTRACTOR's duties

under other provisions herein.

5. Industry Standards

The CONTRACTOR agrees that its performance, and that of its employees or subcontractors, under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent contractor using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field in the State of California. Where approval by the CITY, the CITY Manager, or other representatives of the CITY is required, it is understood to be general approval only and does not relieve the CONTRACTOR of responsibility for complying with all applicable laws, codes and quality construction and business practices.

6. Insurance

The CONTRACTOR shall not begin performing under this Agreement until it has: (a) obtained insurance certificates reflecting evidence of all insurance required herein; however, the CITY reserves the right to request, and the CONTRACTOR shall submit, copies of any policy upon reasonable request by the CITY; (b) obtained CITY approval of each company or companies as required herein; and (c) confirmed that all policies contain the specific provisions required herein. Further the CONTRACTOR shall not modify any policy or endorsement thereto which increases the CITY'S exposure to loss for the duration of this Agreement.

6.1 Types of Insurance.

At all times during the term of this Agreement, CONTRACTOR shall maintain insurance coverage as follows:

6.1.1 Commercial General Liability

For all of the CONTRACTOR'S operations, including contractual, broad form property damage, completed operations, and independent CONTRACTOR'S liability, the CONTRACTOR shall keep in full force and effect, during any and all work on this Project, all applicable insurance to cover personal injury, bodily injury and property damage, providing coverage to a combined single limit of \$1,000,000.00 per occurrence, subject to an annual aggregate of \$2,000,000.00 for general liability, completed operations and personal injury other than bodily injury. Agreemental liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. Agreemental liability limitation endorsement is not acceptable.

6.1.2 Commercial Automobile Liability

For all the CONTRACTOR'S automobiles including owned, hired and non-owned automobiles, the CONTRACTOR shall keep in full force and effect, automobile insurance for bodily injury and property damage providing coverage to a combined single limit of \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile [any auto]. The CITY shall be named as an additional insured, but only for liability arising out of the use of CONTRACTOR'S automobiles and only arising out of the performance of this Agreement.

6.1.3 Worker's Compensation

For all of the CONTRACTOR's employees who are subject to this Agreement and to the extent required by the State of California, the CONTRACTOR shall keep in full force and effect, a workers compensation policy. That policy shall provide a minimum of \$1,000,000.00 of employees liability coverage and the CONTRACTOR shall provide and endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

6.2 Rating Requirements

All bonds used to guarantee work and performance under this Agreement and all insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have been at least and "A" or "A-" and "V" rating by AM BEST, that are licensed and approved by the State to do business in the State of California, and that have been approved by the CITY.

6.3 Deductibles

All deductibles on any policy shall be the responsibility of the CONTRACTOR.

6.4 Specific Provisions Required

Each policy required under Section 6 herein, shall expressly provide, and an endorsement shall be submitted to the City, that:

6.4.1 Except as to Workers Compensation, the City of Calexico and its respective elected officials, officers, employees, agents, and representatives shall be named as additional insureds. The CITY's Additional Insured status must be reflected on additional insured endorsement which shall be submitted to the CITY.

6.4.2 The policies are primary and any insurance that may be carried by the CITY is non-contributing, as reflected in an endorsement which shall be submitted to the CITY.

6.4.3 The policies cannot be canceled, non renewed or materially changed except after thirty calendar days prior written notice by the CONTRACTOR to the CITY by certified mail, as reflected in an endorsement which shall be submitted to the CITY except for non-payment of premium, in which case ten (10) days notice will be provided.

6.4.4 Before performing under this Agreement, the CONTRACTOR shall provide the CITY with all Certificates of Insurance accompanied with all endorsements.

6.4.5 The CONTRACTOR may obtain additional insurance not required by this Agreement.

7. Agreementor Compliance with Labor Code

CONTRACTOR certifies that he is aware of the provisions of Section 3700 of the Labor Code which

requires every employer to be insured against liability for Worker's Compensation or to undertake self insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

8. Control of Agreement

The improvement contemplated in the performance of this contract is a project over which the City of Calexico shall exercise general supervision. The CITY therefore shall have the right to assume full and direct control over this contract whenever the CITY, at its sole discretion, shall determine that its responsibility to the State of California so requires.

9. Conflicting Terms

If an apparent conflict or inconsistency exists between the main body of this Agreement and the bid, proposal or other incorporated document, the main body of this Agreement shall control. If a conflict exists between applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirements shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

10. Indemnification and Hold Harmless Agreement

10.1 With respect to any liability, including but not limited to claims asserted or costs, losses, attorney fees (for attorney of CITY's choosing), or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the CONTRACTOR, or the CONTRACTORS's employees, agents, and officers, arising out of any services performed involving this project, the CONTRACTOR agrees to defend, indemnify, protect, and hold harmless the CITY, its agents, officers, or employees from and against all liability. Also covered is liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of the CITY, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the CONTRACTOR, its employees, agents or officers, or any third party. The CONTRACTOR's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the soles negligence or sole willful misconduct of the CITY, its agent, officers or employees. This section in no way alters, affects or modifies any of CONTRACTOR's other obligations and duties herein.

10.2 The CONTRACTOR agrees to pay any and all costs the CITY incurs enforcing the indemnity and defense provisions herein.

11. Notices

In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the parties herein shall be addressed

as follows:

CITY

City of Calexico
Public Works Department
608 Heber Avenue
Calexico, CA 92231

CONTRACTOR:

Tom Watson Inc.
1199 Industry Way
El Centro, CA 92243

12. Non-Assignment

The CONTRACTOR shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the CITY's prior written approval. Any assignment in violation of this paragraph shall constitute a Default and is grounds for immediate termination of this Agreement, at the sole discretion of the CITY. In no event shall any putative assignment create a contractual relationship between the CITY and any putative assignee.

13. Independent Agreementors

The CONTRACTOR and any SUBCONTRACTORS employed by the CONTRACTOR shall be independent contractors and not agents of the CITY.

14. Compliance with Controlling Law

The CONTRACTOR shall comply with all laws, ordinances, regulations, and policies of the federal, state and local governments applicable to this Agreement, including California Labor Code section 1720 relating to the payment of prevailing wages, including inspection and land surveying work. In addition, the CONTRACTOR shall comply immediately with all directives issues by the CITY or its authorized representatives under authority of any laws, statutes, ordinances, rules or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

Pursuant to the Labor Code of the State of California, or local laws applicable thereto, the CITY has ascertained that the CONTRACTOR shall be responsible for paying prevailing wages as established by the State of California, Director of Industrial Relations. Under Section 1776 of the State Labor Code, the CONTRACTOR, and all subcontractors, are required to keep accurate payroll records. This Section specifies the content thereof, inspection and duplication procedures, and certain notices required of the CONTRACTOR pertaining to their location.

Whenever the CONTRACTOR or any representative, agent or employee Of CONTRACTOR performing a public works project is found by the Department of Industrial Relations ("DIR") or the CITY to be in violation of the prevailing wage requirements imposed by law, the CONTRACTOR shall indemnify and hold CITY harmless from any and all liability arising from such violation, including any and all liability imposed on the City. The CONTRACTOR's duty to indemnify the CITY pursuant to this section shall include any and all costs and expenses incurred by the CITY therefrom, including but not limited to any penalties imposed on the CITY by DIR or any other state agency

and reasonable attorney's fees.

Nothing in this section shall be construed to limit, alter or amend the CONTRACTOR's duty to indemnify under any other provisions of this Agreement.

15. Jurisdiction and Venue

The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of the Imperial, State of California.

16. Integration

This Agreement and the exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both parties or an amendment to this Agreement agreed to both Parties. All prior negotiations and agreements are merged into this Agreement.

17. Counterparts

This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all parties had executed the same page.

18. No Waiver

No failure of either the CITY or the CONTRACTOR to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach or such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

19. Severability

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

IN WITNESS WHEREOF, the parties hereto through their agent duly authorized, have executed this Agreement as of the day and year first above written.

ATTEST:

GABRIELA GARCIA
City Clerk of the City of Calexico

DAVID DALE
City Manager of the City of Calexico

CONTRACTOR

By: _____
Signature

Date

Printed Name and Title

Licensed in accordance with an act
Providing for the registration of contractors,
License No. _____

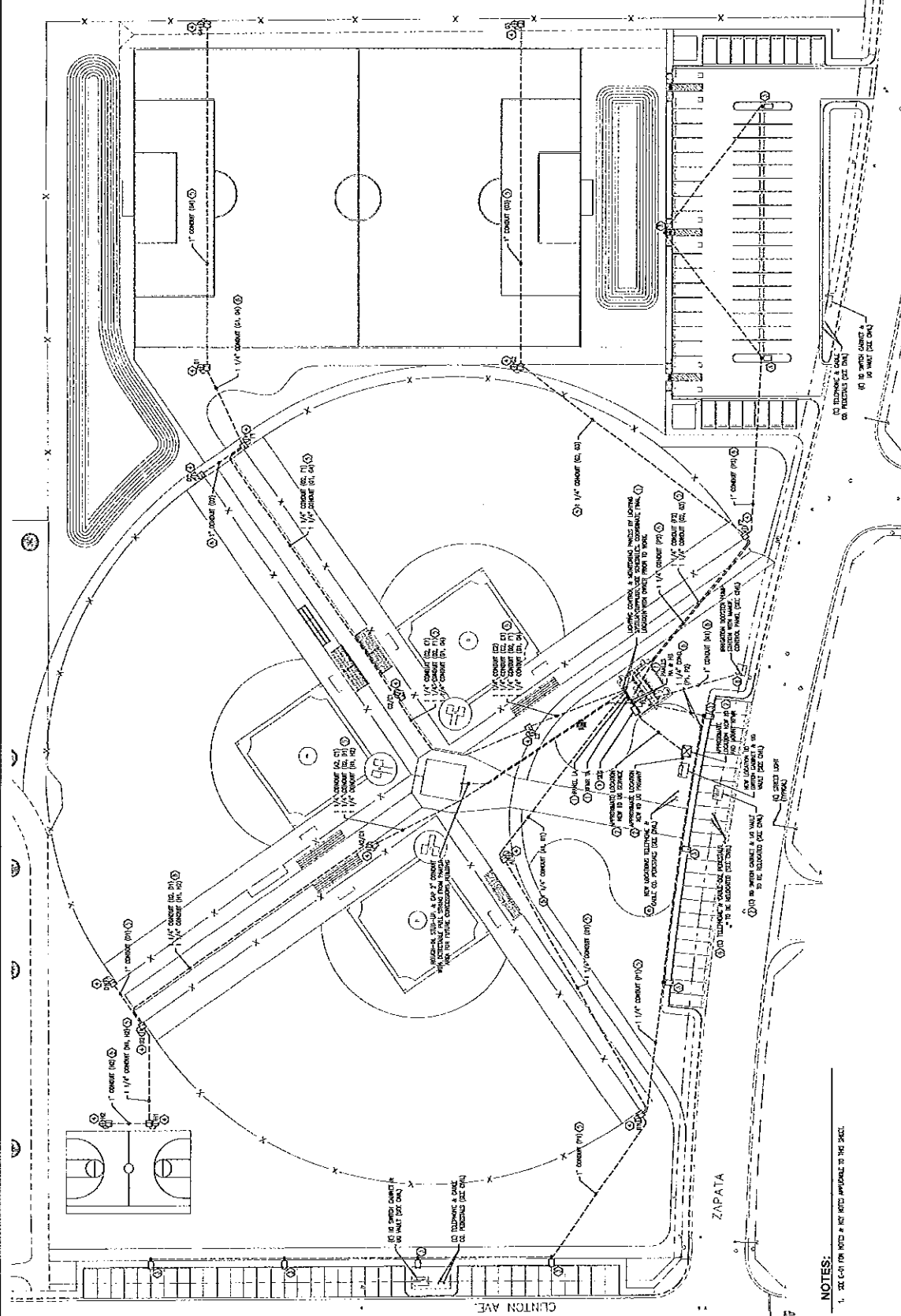
APPROVED AS TO FORM AND EXECUTION

CARLOS CAMPOS
City Attorney

Date

END OF CONSTRUCTION AGREEMENT

CORDOVA PARK



STAFF
DRAWN BY
CORDOVA PARK

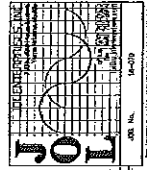
PROJECT NO.
CORDOVA PARK

ISSUE
REVISSE
6.5.2018

SHEET TITLE:
CORDOVA
ELECTRICAL SITE PLAN



APPROVED BY:
6/15/20



NOTES:
1. SEE 6-01 FOR NOTES & REF NOTES APPLICABLE TO THIS SHEET.

CORDOVA PARK

6/15/20

APPROVED BY:



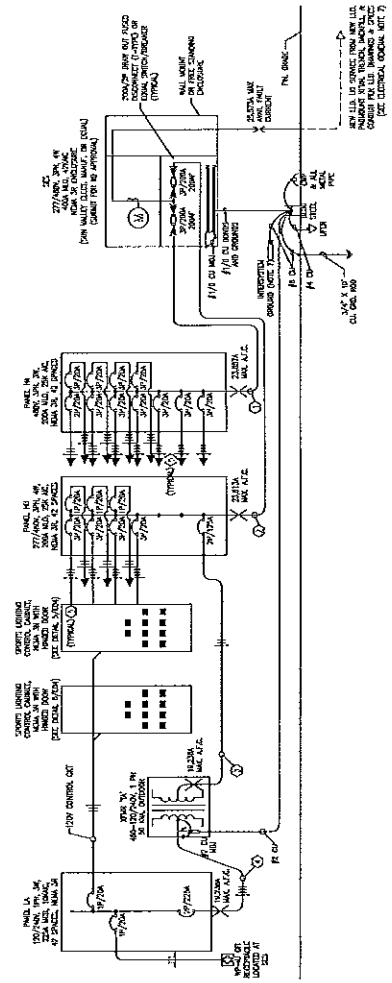
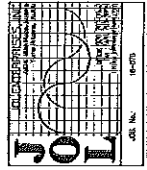
DATE: 6/15/20

SHEET TITLE: ONE-LINE DIAGRAM

ISSUE: 04.28.18
PROJECT NO: 2018-100
PROJECT: CORDOVA PARK
DRAWN BY: [Redacted]
DESCRIPTION: CORDOVA PARK

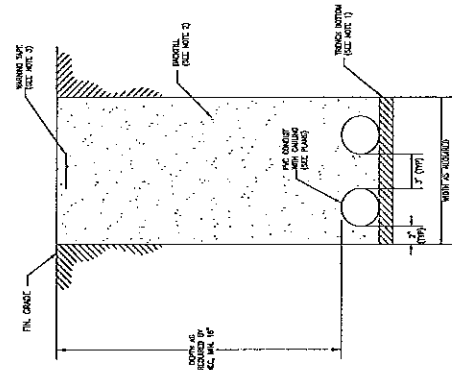
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03 of



1. ELECTRICAL ONE-LINE DIAGRAM

- NOTES:**
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
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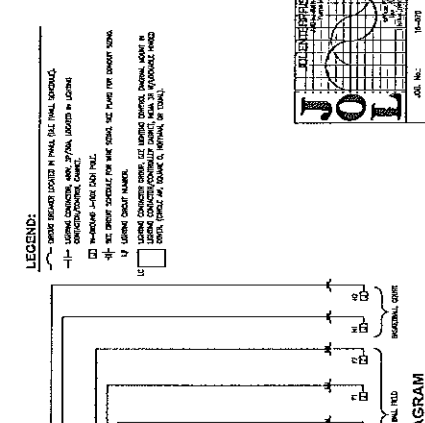
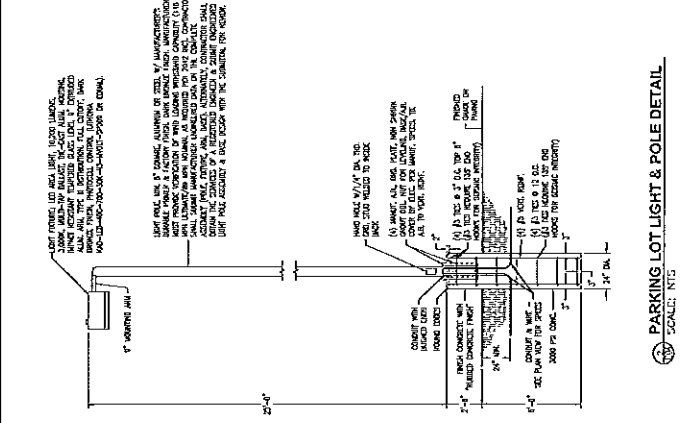
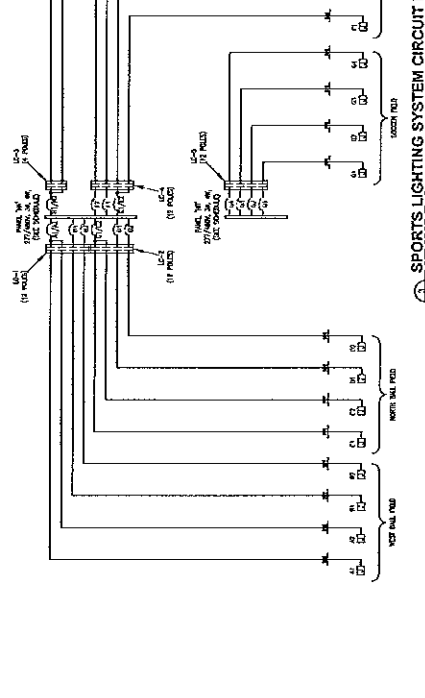
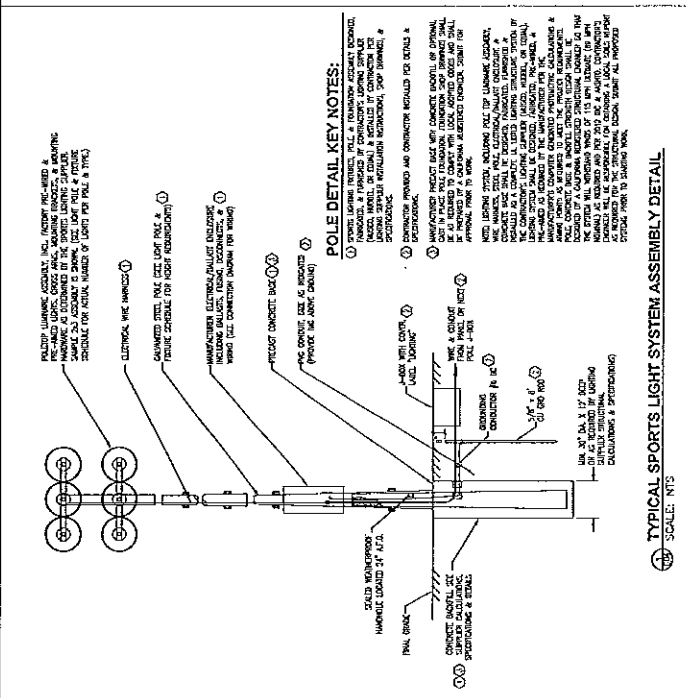
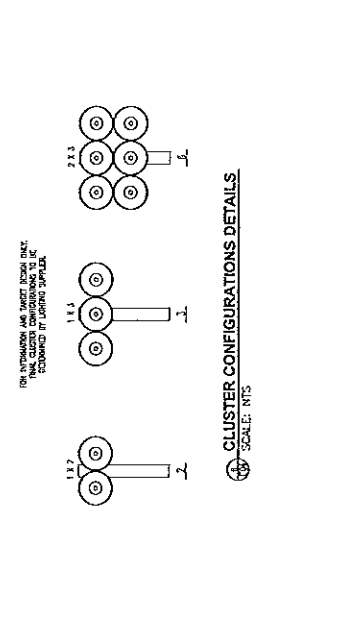
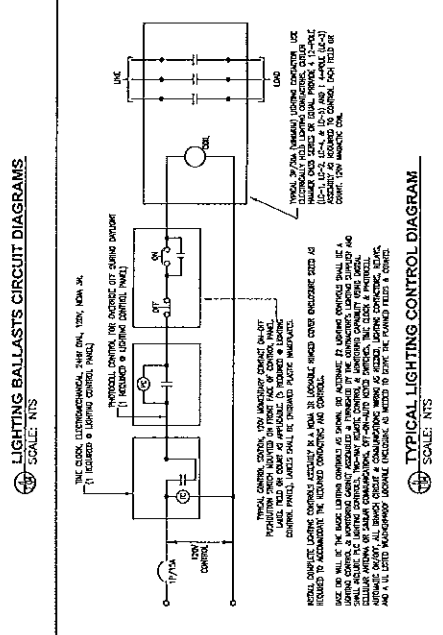
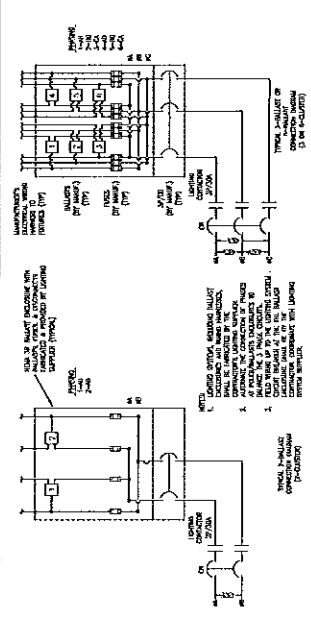
1. TYPICAL TRENCH DETAIL
SCALE: NTS

- KEY NOTES:**
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

1. ELECTRICAL ONE-LINE DIAGRAM

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	AMOUNT
1	100 AMP 480V AC CIRCUIT BREAKER	1	EA	100.00
2	200 AMP 480V AC CIRCUIT BREAKER	1	EA	200.00
3	400 AMP 480V AC CIRCUIT BREAKER	1	EA	400.00
4	800 AMP 480V AC CIRCUIT BREAKER	1	EA	800.00
5	1600 AMP 480V AC CIRCUIT BREAKER	1	EA	1600.00
6	3200 AMP 480V AC CIRCUIT BREAKER	1	EA	3200.00
7	6400 AMP 480V AC CIRCUIT BREAKER	1	EA	6400.00
8	12800 AMP 480V AC CIRCUIT BREAKER	1	EA	12800.00
9	25600 AMP 480V AC CIRCUIT BREAKER	1	EA	25600.00
10	51200 AMP 480V AC CIRCUIT BREAKER	1	EA	51200.00
11	102400 AMP 480V AC CIRCUIT BREAKER	1	EA	102400.00
12	204800 AMP 480V AC CIRCUIT BREAKER	1	EA	204800.00
13	409600 AMP 480V AC CIRCUIT BREAKER	1	EA	409600.00
14	819200 AMP 480V AC CIRCUIT BREAKER	1	EA	819200.00
15	1638400 AMP 480V AC CIRCUIT BREAKER	1	EA	1638400.00
16	3276800 AMP 480V AC CIRCUIT BREAKER	1	EA	3276800.00
17	6553600 AMP 480V AC CIRCUIT BREAKER	1	EA	6553600.00
18	13107200 AMP 480V AC CIRCUIT BREAKER	1	EA	13107200.00
19	26214400 AMP 480V AC CIRCUIT BREAKER	1	EA	26214400.00
20	52428800 AMP 480V AC CIRCUIT BREAKER	1	EA	52428800.00
21	104857600 AMP 480V AC CIRCUIT BREAKER	1	EA	104857600.00
22	209715200 AMP 480V AC CIRCUIT BREAKER	1	EA	209715200.00
23	419430400 AMP 480V AC CIRCUIT BREAKER	1	EA	419430400.00
24	838860800 AMP 480V AC CIRCUIT BREAKER	1	EA	838860800.00
25	1677721600 AMP 480V AC CIRCUIT BREAKER	1	EA	1677721600.00
26	3355443200 AMP 480V AC CIRCUIT BREAKER	1	EA	3355443200.00
27	6710886400 AMP 480V AC CIRCUIT BREAKER	1	EA	6710886400.00
28	13421772800 AMP 480V AC CIRCUIT BREAKER	1	EA	13421772800.00
29	26843545600 AMP 480V AC CIRCUIT BREAKER	1	EA	26843545600.00
30	53687091200 AMP 480V AC CIRCUIT BREAKER	1	EA	53687091200.00
31	107374182400 AMP 480V AC CIRCUIT BREAKER	1	EA	107374182400.00
32	214748364800 AMP 480V AC CIRCUIT BREAKER	1	EA	214748364800.00
33	429496729600 AMP 480V AC CIRCUIT BREAKER	1	EA	429496729600.00
34	858993459200 AMP 480V AC CIRCUIT BREAKER	1	EA	858993459200.00
35	1717986918400 AMP 480V AC CIRCUIT BREAKER	1	EA	1717986918400.00
36	3435973836800 AMP 480V AC CIRCUIT BREAKER	1	EA	3435973836800.00
37	6871947673600 AMP 480V AC CIRCUIT BREAKER	1	EA	6871947673600.00
38	13743895347200 AMP 480V AC CIRCUIT BREAKER	1	EA	13743895347200.00
39	27487790694400 AMP 480V AC CIRCUIT BREAKER	1	EA	27487790694400.00
40	54975581388800 AMP 480V AC CIRCUIT BREAKER	1	EA	54975581388800.00
41	109951162777600 AMP 480V AC CIRCUIT BREAKER	1	EA	109951162777600.00
42	219902325555200 AMP 480V AC CIRCUIT BREAKER	1	EA	219902325555200.00
43	439804651110400 AMP 480V AC CIRCUIT BREAKER	1	EA	439804651110400.00
44	879609302220800 AMP 480V AC CIRCUIT BREAKER	1	EA	879609302220800.00
45	1759218604441600 AMP 480V AC CIRCUIT BREAKER	1	EA	1759218604441600.00
46	3518437208883200 AMP 480V AC CIRCUIT BREAKER	1	EA	3518437208883200.00
47	7036874417766400 AMP 480V AC CIRCUIT BREAKER	1	EA	7036874417766400.00
48	14073748835532800 AMP 480V AC CIRCUIT BREAKER	1	EA	14073748835532800.00
49	28147497671065600 AMP 480V AC CIRCUIT BREAKER	1	EA	28147497671065600.00
50	56294995342131200 AMP 480V AC CIRCUIT BREAKER	1	EA	56294995342131200.00
51	112589990684262400 AMP 480V AC CIRCUIT BREAKER	1	EA	112589990684262400.00
52	225179981368524800 AMP 480V AC CIRCUIT BREAKER	1	EA	225179981368524800.00
53	450359962737049600 AMP 480V AC CIRCUIT BREAKER	1	EA	450359962737049600.00
54	900719925474099200 AMP 480V AC CIRCUIT BREAKER	1	EA	900719925474099200.00
55	1801439850948198400 AMP 480V AC CIRCUIT BREAKER	1	EA	1801439850948198400.00
56	3602879701896396800 AMP 480V AC CIRCUIT BREAKER	1	EA	3602879701896396800.00
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59	28823037615171174400 AMP 480V AC CIRCUIT BREAKER	1	EA	28823037615171174400.00
60	57646075230342348800 AMP 480V AC CIRCUIT BREAKER	1	EA	57646075230342348800.00
61	115292150460684697600 AMP 480V AC CIRCUIT BREAKER	1	EA	115292150460684697600.00
62	230584300921369395200 AMP 480V AC CIRCUIT BREAKER	1	EA	230584300921369395200.00
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64	922337203685477580800 AMP 480V AC CIRCUIT BREAKER	1	EA	922337203685477580800.00
65	1844674407370955161600 AMP 480V AC CIRCUIT BREAKER	1	EA	1844674407370955161600.00
66	3689348814741910323200 AMP 480V AC CIRCUIT BREAKER	1	EA	3689348814741910323200.00
67	7378697629483820646400 AMP 480V AC CIRCUIT BREAKER	1	EA	7378697629483820646400.00
68	14757395259367641292800 AMP 480V AC CIRCUIT BREAKER	1	EA	14757395259367641292800.00
69	29514790518735282585600 AMP 480V AC CIRCUIT BREAKER	1	EA	29514790518735282585600.00
70	59029581037470565171200 AMP 480V AC CIRCUIT BREAKER	1	EA	59029581037470565171200.00
71	118059162074941130342400 AMP 480V AC CIRCUIT BREAKER	1	EA	118059162074941130342400.00
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74	944473296599529042739200 AMP 480V AC CIRCUIT BREAKER	1	EA	944473296599529042739200.00
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105	2028240960411971082648956121600 AMP 480V AC CIRCUIT BREAKER	1	EA	2028240960411971082648956121600.00
106	4056481920823942165297912243200 AMP 480V AC CIRCUIT BREAKER	1	EA	4056481920823942165297912243200.00
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108	1622592768329576866119164972800 AMP 480V AC CIRCUIT BREAKER	1	EA	1622592768329576866119164972800.00
109	3245185536659153732238329945600 AMP 480V AC CIRCUIT BREAKER	1	EA	3245185536659153732238329945600.00
110	6490371073318307464476659891200 AMP 480V AC CIRCUIT BREAKER	1	EA	6490371073318307464476659891200.00
111	12980742146366015288953319782400 AMP 480V AC CIRCUIT BREAKER	1	EA	12980742146366015288953319782400.00
112	25961484292732030577906639564800 AMP 480V AC CIRCUIT BREAKER	1	EA	25961484292732030577906639564800.00
113	51922968585464061155813279129600 AMP 480V AC CIRCUIT BREAKER	1	EA	51922968585464061155813279129600.00
114	103845937170928122311625582259			

CORDOVA PARK



CITY OF CALEXICO
PUBLIC WORKS DEPARTMENT
SPORT LIGHTING AT ADRIAN C. MEMORIAL PARK
PROJECT NO. 2020-400
PLAN HOLDERS LIST
BID OPENING: JULY 7, 2020 AT 2:00P.M.

Spec's #	Date	Company Name and Address	Contact Person	Telephone & Fax #	Electronic Spec's and Plans \$7.50	Method of Shipment
1	06/22/2020	Eco Energy Solutions, Inc. dba High Volt Electric 21700 Nordhoff Street Chatsworth, CA 91311	Karo Gyonjyan karo@highvoltelectic.com	818/993-3732 818/914-5460Fax	X	Email
2	06/22/2020	Solarmax LED Inc. 3080 12 th Street Riverside, CA 92507	Jackson Yu jyu@solarmaxtech.com	951/300-0788	X	Email
3	06/22/2020	The Blue Book Building & Construction Network www.thebluebook.com	Joe Spillo jspillo@mail.thebluebook.com	800/431-2584 914/243-4936Fax	Planroom	Email
4	06/25/2020	SD Remodeling, Inc. P.O. Box 1488 Rancho Santa Fe, CA 92067	Dmitry Zagorodniy sdremodelis@gmail.com	858/756-5001 760/645-7050Fax	X	Email
5	06/29/2020	Tom Watson, Inc. 1199 Industry Way El Centro, CA 92243	Linda Ewing linda@tomwatsoninc.net	760/352-7776 760/352-7766Fax	X	Email

**AFFIDAVIT OF PUBLICATION
(2015.5 C.C.P.)**

STATE OF CALIFORNIA

County of Imperial

I am a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk* of the printer of the

Imperial Valley Press

a newspaper of general circulation, printed and published daily in the City of El Centro, County of Imperial and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Imperial, State of California, under the date of October 9, 1951, Case Number 26775; that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

06/19 .

all in the year 2020

I certify (or declare) under penalty of perjury that the foregoing is true and correct.



SIGNATURE

Name of Account: CITY OF CALEXICO
Order Number: 11407569
Ad Number: 31669610

* Printer, Foreman of the Printer, or Principal Clerk of the Printer

Date: 19 th day of June, 2020.
at El Centro, California.

**CITY OF CALEXICO
INVITATION FOR BIDS**

**SPORT LIGHTING AT ADRIAN C. CORDOVA MEMORIAL F
PROJECT NO. 2020-400**

1. GENERAL INFORMATION

The City of Calexico is inviting bids for Sport Lighting at Adrian C. Cordova Memorial Field at El Centro, California, Project No. 2020-400.

2. SCOPE OF WORK

The work shall include provide and install Sporting Lighting at three (3) baseball fields, one (1) softball court and parking lot with New 1500W and 1000W Metal Halide Fixtures, Assemblies, Pole Foundations, SES Meter Pedestal, Lighting Panel Boards, Sport Lighting Control Cabinet, Wiring, Conduit, Sport Lighting System Calculation and accessories and all work as indicated and detailed in the drawings and specifications.

3. PROJECT SCHEDULE

To be completed within 90 calendar days from date of contract award.

4. PROPOSAL REQUIREMENTS

SEALED PROPOSAL will be accepted at the Office of the City Clerk, City Hall, Calexico, California until 2:00 pm on Tuesday, July 7, 2020, at which time all proposals will be opened and read aloud. Late, fax or emailed BIDS will be considered unresponsive.

A summary of the bids will be presented to the City Council at their meeting of July 2, 2020, at 6:30 p.m. in the City Council Chambers, 608 Heber Avenue, Calexico.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified.

Electronic version on the plans and specification may be obtained for a non-refundable fee. Please contact the Public Works Department at 760/768-2160 or via email at info@cityofcalexico.com. Checks are to be made payable to the City of Calexico.

No bid will be received unless it is made on the prescribed bid form furnished by the City Clerk/City Engineer. Each bid must be accompanied by a guarantee of cash or cashier check or bidders' bond made payable to the City of Calexico for an amount equal to ten percent of the bid. Such guarantee to be forfeited should the bidder to whom the bid is awarded fails to enter into the contract. All guarantees are to be returned after the contract is executed.

The bid may be considered incomplete and be disqualified if any of the following items are missing:

- | | |
|-------------------------|---|
| Proposal/Bid Form | Workmen's Compensation Certificate |
| Bid Bond | Drug/Alcohol Testing Requirements |
| Proposal Agreement | Noncollusion Affidavit |
| Subcontractor's Listing | Corporate Certification Partnership Information |

- On the bid form(s), the unit price items and total contract price must be written. The words and figures shall appear on the blank spaces provided.
- On page 58, Subcontractor's Listing shall be completed. If no subcontractor is used, the bidder shall place an "X" mark on the space provided for "No" subcontractor.

Prevailing Wage Rates: In accordance with the provision of Section 1770 to 1778 of the Labor Code, as amended by the State of California, the City Council of the City of Calexico hereby sets the general prevailing rate of wages applicable to the work to be done as those shown on the attached schedule. Information on the current prevailing wages can be obtained by contacting the California Department of Industrial Relations, Division of Labor Statistics and Research, 400 Montgomery Street, San Francisco, California 94101 (415) 737-2794 or <http://www.dir.ca.gov/dlsr/PWD/information.htm>.

All bids are to be compared on the basis of the Public Works Director/City Engineer's estimate of quantities of work to be done. A bid will only be accepted from a Contractor who is licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California as amended. In addition, the Contractor, sub-contractors, and suppliers must have a valid business license issued by the City prior to commencing work.

Special attention of all prospective bidders is called to "Proposal Requirements" annexed to the blank form of the Proposal for full directions as to bidding, etc.

If bidder is a corporate entity and is awarded the contract, prior to execution of the contract, the bidder shall submit satisfactory, documentary proof that the person(s) executing said contract on behalf of said corporation has authority to do so.

CITY'S RIGHT RESERVED: The City reserves the right to reject any or all bids, in whole or in part, and to make awards in the interest of the City.

David B. Dale, City Manager
City of Calexico
1655