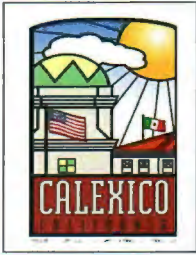


**AGENDA
ITEM**


17




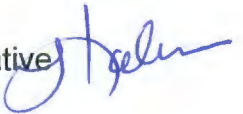
AGENDA STAFF REPORT

DATE: June 7, 2023

TO: Mayor and City Council

APPROVED BY: Esperanza Colio Warren, City Manager 

REVIEWED BY: Sandra L. Fonseca, Interim Finance Director 

PREPARED BY: Lilliana Falomir, Public Works Manager – Administrative 

SUBJECT: John F. Kennedy Park and Robert F. Kennedy Park

- a) Authorize City Manager to Waive Advanced Lighting Services, Inc. Encroachment Permit Fee in the Amount of \$3,366.81.
- b) Approve Advanced Lighting Services, Inc. Encroachment Permit for the Replacement and Refurbishing of Park Lights at John F. Kennedy Park and Robert F. Kennedy Park.

=====

Recommendation:

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

- a) Authorize City Manager to Waive Advance Lighting Services, Inc. Encroachment Permit Fee in the Amount of \$3,366.81.
- b) Approve Advance Lighting Services, Inc. Encroachment Permit for the Replacement and Refurbishing of Park Lights at John F. Kennedy Park and Robert F. Kennedy Park.

Background:

On January 9, 2023, Citizens Energy Corporation hired Advance Lighting Services, Inc. to perform a lighting assessment at various parks and green areas at Kennedy Gardens Subdivision. On January 24, 2023, Advance Lighting Services, Inc. performed the lighting assessment and provided their recommendations to Citizens Energy Corporation.

Citizens Energy Corporation was founded by former U.S. Congressman Joseph P. Kennedy II in 1979 to make life's basic needs more affordable. In the past 43 years, we have provided over \$600 million in charitable benefits through our profits from dozens of successful businesses.



Discussion & Analysis:

Citizens Energy Corporation has reviewed Advance Lighting Services, Inc. lighting assessment and has agreed to donate the funding to replace and refurbish existing park lights at John F. Kennedy Park and Robert F. Kennedy Park. Citizens Energy Corporation has hired Advance Lighting Services, Inc. to provide the services; therefore, City staff is recommending that the City Council of the City of Calexico approve the following:

- a) Authorize City Manager to Waive Advance Lighting Services, Inc. Encroachment Permit Fee in the Amount of \$3,366.81.
- b) Approve Advance Lighting Services, Inc. Encroachment Permit for the Replacement and Refurbishing of Park Lights at John F. Kennedy Park and Robert F. Kennedy Park.

Please note that the estimated cost of said project is \$25,000.00 which will be donated by Citizens Energy Corporation to the City of Calexico.

Fiscal Impact:

FY 2022-2023 Revenue for General Fund in the amount of \$3,366.81.

Coordinated With:

City Manager's Office.
Public Works Department.

Attachment(s):

- 1. Advance Lighting Services, Inc. Encroachment Permit Application.
 - a. Scope of Work.
 - b. Certificate of Liability Insurance.
 - c. City of Calexico Business License.

APPLICATION FOR ENCROACHMENT PERMIT

Name of Business: Advanced Lighting Services, Inc.
 Applicant's Name: Catherine Monday
 Telephone: 925-323-9146 / 925-829-7801
 Project Location: Kennedy Gardens Park

Permit No:	_____
Date:	_____
Issued By:	_____
Approved By:	_____
Inspected By:	_____

INSPECTION LOG

Date						
Pass/Fail						

The applicant hereby applies for permission to excavate construct and/or otherwise encroach in public right-of way of the City of Calexico to perform the following work:

Repair Park Lighting


(Attach two copies of drawings)

The applicant agrees to do the work in accordance with the City of Calexico rules, regulations and their reference and Standard specifications. Work will be subject to inspection and approval by the City of Calexico. **Please call 24 hours in advance to schedule an inspection at (760) 768-2100.**

STATEMENT OF ACCEPTANCE OF THE CONDITIONS FOR ISSUANCE OF PERMIT:

I have read and understand each of the conditions set forth for the issuance of the Encroachment Permit on behalf of Advanced Lighting Services, Inc. and being duly authorized to do so; I accept the encroachment permit subject to these conditions.

Catherine Monday
 Name of Applicant/Owner


 Signature of Applicant/Owner

5-15-2023
 Date

ENCROACHMENT PERMIT FEES (Check type)

<u>RESIDENTIAL / COMMERCIAL & INDUSTRIAL / UTILITY</u>
\$480.23 \$1,627.52 \$3,366.81

- Concrete Work (Driveways, sidewalks, curb & gutter)
- Excavation (Trenches, sub-grade & grading)
- Asphalt Paving
- Other Lighting

IMPORTANT NOTICE: Section 4216/4217 of the Government Code required a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid. For your Dig alert I.D. Number Call Underground Service Alert TOLL FREE 1-800-422-4133 (Call two (2) working days before you dig).

* HAVE A COPY OF THE PERMIT AT SITE *

GENERAL PROVISIONS

1. **LIMITS OF WORK**
This permit is to be strictly construed and no work other than that specifically mentioned above is authorized hereby.
2. **COMPLIANCE**
The party to whom this permit is granted shall comply with all City of Calexico ordinances, rules and regulations and with all provisions made herein under.
3. **VALIDITY**
No permit shall be valid unless assented to the City duly authorized agent or his representative and in case any party assenting to said permit is not duly authorized agent, said party shall be personally liable.
4. **RESPONSIBILITY FOR ACCIDENTS**
The permittee shall be responsible for any and all liability for damage proximately caused by any of the work herein permitted or proximately caused by the permittee's failure to perform this obligation under the permit. In the event it is made against the City of Calexico or any department, officer, or employee thereof, for damages arising out of said work of failure, the application shall and by acceptance of this permit does agree to defend, indemnify and hold them and each of the harmless there from.
5. **EXPENSES**
All fees and expenses incurred by the City of Calexico representative or other City officer or employee occasioned directly or indirectly by the granting of this permit shall be paid by the permittee.
6. **LIABILITY FOR DAMAGES (See Attachment 1)**
7. **INSURANCE (See Attachment 2)**

TECHNICAL PROVISIONS

8. **TRAFFIC CONTROL**
The permittee shall be responsible to provide, maintain, and install traffic control signs, lights, flagmen and other devices during working and non-working hours; to protect his work, and excavations and to protect vehicular and pedestrian traffic passing through or near his work area, in accordance to the "State of California Manual of Traffic Control for Construction and Maintenance Work Zones" as published by the State of California Department of Transportation (Caltrans). El Centro office phone number is (760) 352-2071.
9. **APPROVALS**
All work to be performed and all materials to be furnished for the completion of the work call for in this permit and its approval drawings, shall be subject to the inspection and approval of an authorized representative of the City of Calexico and shall not be covered, buried or otherwise concealed until such work has been so inspected and approved.

10. INSPECTION NOTICE

The permittee shall give no less than 24 hours notice to the City of Callexico for the inspection of work. Phone number is (760) 768-2100 from 8:00 a.m. to 4:00 p.m. Monday through Friday.

11. REFERENCE STANDARDS

All work to be performed and all materials to be furnished to the completion of the work for in this permit and its approval drawings shall conform to the standards and reference specifications of the City of Callexico, applicable according to the work being done.

12. NON-COMPLIANCE

In case the permittee failing to comply with any of the aforesaid ordinance, rules, regulations, standards, and provisions implicated by this permit or failing to do the work within a reasonable time, or in case in the judgment of the City of Callexico representative, the public necessity required that any excavation or other work be immediately filled up or complete, then, said representative hereby that right to fill up or indicate to full up such excavation or take charge of such work, all the expense of the permittee.

ENCROACHMENT PERMIT
ATTACHMENT 1

LIABILITY FOR DAMAGES

The permittee is responsible for all liability for personal injury or property damages which may arise out of work herein permitted or which may arise out of failure on the permittee's part to perform his obligations under this permit in respect to maintenance of resulting from defects or obstructions or from any case whatsoever during the progress of the work or at any subsequent time work is being performed under the obligation provided and contemplated by the permit.

By acceptance of receipt of the encroachment permit, the permittee agrees to indemnify and save harmless the city of Calexico, and all officers, agents and employees thereof, including but not limited to the City of Calexico, and the Director of Public Works, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permittee, persons employed and/or contracted by the permittee, persons acting on behalf of the permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations resulting from defects or obstruction, or from any cause whatsoever during the obligations provided and contemplated by the permit, except as otherwise provided by statute. The duty of the permittee is to indemnify and save harmless includes the duties to defense as set forth in Section 2778 of the California Civil Code. The permittee waives any and all rights to any type of express or implied indemnify against the City of Calexico, its officers or employees.

It is the intent of the parties that the permittee will indemnify and hold harmless that the City of Calexico, its offices and employees from and all claims, suits, or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part to the city of Calexico, its offices, agents and employees or the permittee, persons employed and/or contracted by the permittee or person acting on behalf of the permittee.

RESPONSIBILITY FOR DAMAGES

The City of Calexico and all officers, agents and employees thereof, including but not limited to the City Council and the Director of Public Works, shall not be answerable or accountable in any manner: For injury or the death of any person, including but not limited to the permittee, person employed by the permittee, person acting on behalf of the permittee; or for damages to the property from any cause which have been prevented by the permittee.

ENCROACHMENT PERMIT
ATTACHEMNT 2

INSURANCE

This permit shall not be effective for any purpose unless and until the permittee files which the grantor, and insurance policy which shall have limits in the amount of no less than (\$1,000,000.00) and deductible amount of no greater that one thousand dollars (\$1,000.00)¹. **The City of Calexico, its officers, agents and employees shall be expressly listed as named insured under this insurance policy and shall provide coverage for general negligence claims and for claims of errors and omissions.** The permittee shall be responsible for keeping this insurance policy in full force and effect until final completion of the work contemplated in the request for an encroachment permit. The cost of any and all premlums for this insurance coverage may not be canceled without thirty (30) days written notice to the Director of Public Works of City of Calexico.

STATEMENT OF ACCEPTANCE OF THE CONDITIONS FOR ISSUANCE OF THE ENCROACHMENT PERMIT: I have read and understand each of the conditions set forth for issuance of the encroachment permit on behalf of Advanced Lighting Services Inc and being duly authorized to do so, I accept the encroachment permit subject to these conditions.


Signature of Owner

05/15/2023

Date

Catherine Monday

Print Name

IMPORTANT NOTICE: Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a "Permit to Excavate" will be valid. For your Dig Alert I.D. Number Call Underground Service Alert TOLL FREE 1-800-422-4133 (Call to (2) working days before you dig).

Amount may vary depending on type of project.

EXHIBIT "B" SCOPE OF SERVICES

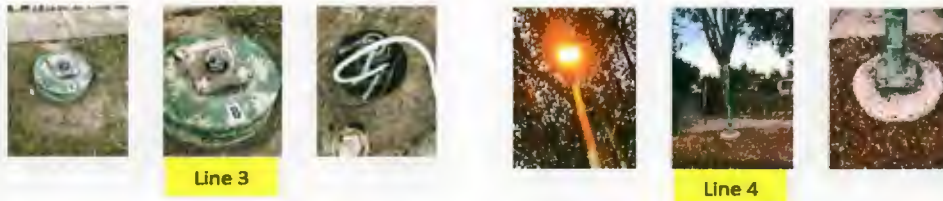
1. SCOPE OF WORK

EXHIBIT A

Citizens Energy Corporation John F. Kennedy Park & Robert F. Kennedy Park

SCOPE OF WORK

Existing			Proposed		
Item	Fixture Name	Qty	Solution Name	Qty	Action
1	HPS-HPS250-1	22	75W Area Light 5000k with Occupancy Sensor	22	Replace
2	MH-MH1000-1	6	ESL-AL-250W-250-BZRDM4-T4-0CC	6	Replace
3	Pole Missing	1	20' - 4" Round Lighting Pole - R&R only	1	Install
4	Pole	26	20' Pole Primer and Paint	26	Install
5	Pole	2	Double Headed Bull Horn	2	Install
6	Exposed Conduit	9	Chrissy Box	4	Install
7	Electrical Cabinet	2	Electrical Cabinet - Primer and Paint	2	Refurbish
8	Electrical Cabinet	2	Repair/Secure electrical wires in electrical cabinet	2	Install







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Paramount Exclusive Insurance Services, Inc. 15760 Ventura Blvd. Suite 500 Encino, CA 91436	CONTACT NAME:		FAX (A/C, No): (818) 986-4949
	PHONE (A/C, No, Ext): (818) 986-7283		
E-MAIL ADDRESS:			
INSURED Advanced Lighting Services, Inc 6681 Sierra Lane, Suite A Dublin, CA 94568-2621	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Atain Specialty Ins. Co.		17159
	INSURER B : Travelers Casualty Ins. Co.		19046
	INSURER C : Kinsale Casualty Company		38920
	INSURER D : Security National Insurance Co		19879
	INSURER E : Greenwich Insurance Company		22322
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			BWPFF0075915	10/1/2022	10/1/2023	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG	\$ 2,000,000
								\$
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	OTHER:							
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			BA-6W469259-23-42-G	5/3/2023	6/8/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input type="checkbox"/> UMBRELLA LIAB		<input type="checkbox"/> OCCUR	0100208550-0	10/1/2022	10/1/2023	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$
							Annual Agg	\$ 5,000,000
								\$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SWC1395645	6/8/2022	6/8/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N				N/A	E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	Property			2860262	10/1/2022	10/1/2023	BPP	250,000
E	Installation / Build			2860262	10/1/2022	10/1/2023	Installation floater	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

E) Pollution Liability: Policy No. ENV562000794-04. Effective Date: 12/03/22 - 12/03/23 Aggregate Limit: \$3,000,000. Professional Liability is included within the Pollution at \$3,000,000 (F) Cyber Liability: Policy No: ESL013960997. Effective Date: 02/08/23-06/08/24. Limit: \$5,000,000 Each Claim. G) (Excess Liability to Umbrella) Policy: Policy No. XSMP1585422. Effective Date: 10/1/2022 TO 10/1/2023 Limit: \$4,000,000 per occurrence (Excess Liability to Umbrella)

City of Calexico is named as additional insured.

CERTIFICATE HOLDER

CANCELLATION

City of Calexico
608 Heber Avenue
Calexico, CA 92231

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization with whom the insured has agreed by written contract to perform services within the terms and conditions of this policy to which this form is attached.	Locations as required by written contract for commercial work or residential remodeling only. Residential "new construction", including any single family dwelling, duplexes, three and four family dwellings, townhomes or condominiums is excluded along with any appurtenances at such properties including clubhouses, detached garages, detached building and swimming pools. "New construction" means operations that involve the original construction of a building or a building unit.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WITH WHOM THE INSURED HAS AGREED BY WRITTEN CONTRACT TO PERFORM SERVICES WITHIN THE TERMS AND CONDITIONS OF THIS POLICY TO WHICH THIS FORM IS ATTACHED	AS REQUIRED BY WRITTEN CONTRACT ,
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CITY OF CALEXICO BUSINESS LICENSE

230075

608 HEBER AVENUE
(760) 768-2120

1/17/2023
ISSUE DATE _____

ADVANCED LIGHTING SERVICES INC

BUSINESS NAME: _____

6681 SIERRA LANE STE A DUBLIN, CA 94568

BUSINESS ADDRESS: _____

330948

ACCOUNT NUMBER: _____

TYPE OF BUSINESS RETAIL WHOLESALE FOOD

GENERAL/SUB-CONTRACTOR SERVICES OTHER

DECEMBER 31, 2023.

EXPIRATION DATE: _____

FINANCE DEPARTMENT: _____ CLERK

Where California and Mexico Meet

ORIGINAL LICENSE

DO NOT COPY

ORIGINAL LICENSE MUST BE PORTED AT BUSINESS LOCATION IN A VISIBLE PLACE