



**CITY OF LEMON GROVE
CITY COUNCIL REGULAR MEETING AGENDA**

Tuesday, February 19, 2019, 6:00 p.m.

Lemon Grove Community Center
3146 School Lane, Lemon Grove, CA

The City Council also sits as the Lemon Grove Housing Authority, Lemon Grove Sanitation District Board, Lemon Grove Roadway Lighting District Board, and Lemon Grove Successor Agency

Call to Order

Pledge of Allegiance

Changes to the Agenda:

Presentation:

Facilitating Access to Coordinated Transportation (FACT) - Update on FACT's Coordination and Mobility Services

Public Comment:

(Note: In accordance with State Law, the general public may bring forward an item not scheduled on the agenda; however, the City Council may not take any action at this meeting. If appropriate, the item will be referred to staff or placed on a future agenda.)

1. Consent Calendar:

(Note: The items listed on the Consent Calendar will be enacted in one motion unless removed from the Consent Calendar by Council, staff, or the public.)

A. Waive Full Text Reading of All Ordinances on the Agenda

Reference: Kristen Steinke, City Attorney

Recommendation: Waive the full text reading of all ordinances included in this agenda; Ordinances shall be introduced and adopted by title only.

B. City of Lemon Grove Payment Demands

Reference: Molly Brennan, Finance Director

Recommendation: Ratify Demands

C. Approval of Meeting Minutes

Regular Meeting

February 5, 2019

Reference: Shelley Chapel, City Clerk

Recommendation: Approve Minutes

D. Award the Fiscal Year 2017-2018 Sewer Capital Improvement Project (*Sanitation District Item*)

Reference: Mike James, Assistant City Manager

Recommendation: Adopt a Resolution entitled, "A Resolution of the Lemon Grove Sanitation District, California, Awarding the FY 2017-2018 Sewer Capital Improvement Project (Contract No. 2019-11)."

E. Authorize 115 Trust Transfer

Reference: Molly Brennan, Finance Manager

Recommendation: Authorize the Transfer of \$89,440 from the General Fund FY17-18 Surplus to the 115 Trust for Investment Towards Future CalPERS Obligations.

F. Consideration of Establishment of an On-Call List and Approval of Agreements for Environmental Services Consultants

Reference: Patricia Bluman, Consultant, CityPlace Planning, Inc.

Recommendation: Adopt a Resolution Establishing an On-Call List of Environmental Services Consultants to Assist the City with Environmental Reviews Required Pursuant to the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA); and, Place Dudek, Placeworks, and Summit Environmental Group on the On-Call List for Three Years; and Authorize the City Manager to Execute Agreements with Dudek, Placeworks, and Summit Environmental Group to Provide On-Call Environmental Services to the City on an As-Needed Basis and Issue Task Orders for the Needed Services.

Reports to Council:

2. Discussion Item Regarding Options to Regulate Short Term Rentals in Lemon Grove

Reference: Patricia Bluman, Consultant, CityPlace Planning, Inc.

Recommendation: Receive Staff Report regarding background information and options for the City of Lemon Grove to regulate Short-Term Rentals, consider Staff's recommendation to adopt an ordinance to allow home-shares, and provide direction for future action.

3. Accept the Sewer System Management Program Update (*Sanitation District Item*)

Reference: Mike James, Assistant City Manager

Recommendation: Adopt a Resolution entitled, "Resolution of the Lemon Grove, Sanitation District, California, Accepting the Sewer System Management Plan Update."

4. Accept the Lemon Grove Avenue Realignment Project as Substantially Complete

Reference: Mike James, Assistant City Manager

Recommendation: Adopt a Resolution entitled, "Resolution of the City Council of the City of Lemon Grove, California, Accepting the Lemon Grove Avenue Realignment Project as Substantially Complete."

5. Award a Professional Services Agreement for Engineering Services to Rick Engineering Company

Reference: Mike James, Assistant City Manager

Recommendation: Adopt a Resolution entitled, "Resolution of the City Council of the City of Lemon Grove, California, Awarding a Professional Services Agreement for Engineering Services to Rick Engineering Company."

City Council Oral Comments and Reports on Meetings Attended at the Expense of the City.
(GC 53232.3 (d)) (53232.3.(d) states that members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.)

City Manager and Department Director Reports: (Non-Action Items)

Closed Session:

1. Conference with Labor Negotiators (G.C. § 54957.6)
Agency Designated Representatives: Lydia Romero, City Manager, Mike James, Assistant City Manager, and Roberto Hildago, Human Resources Manager
Employee Organization: Lemon Grove Firefighters Association, Local 2728 of the International Association of Firefighters
2. Conference with Legal Counsel – Existing Litigation (G.C. § 54956.9)
Christopher Williams vs. David Arambula, City of Lemon Grove, et. al.
San Diego Superior Court - Case number 37-2018-00023369-CU-PO-CTL

Adjournment

In compliance with the Americans with Disabilities Act (ADA), the City of Lemon Grove will provide special accommodations for persons who require assistance to access, attend and/or participate in meetings of the City Council. If you require such assistance, please contact the City Clerk at (619) 825-3800 or email schapel@lemongrove.ca.gov. A full agenda packet is available for public review at City Hall.

AFFIDAVIT OF NOTIFICATION AND POSTING

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS
CITY OF LEMON GROVE)

I, Shelley Chapel, MMC, City Clerk of the City of Lemon Grove, hereby declare under penalty of perjury that a copy of the above Agenda of the Regular Meeting of the City Council of the City of Lemon Grove, California, was delivered and/or notice by email not less than 72 hours before the hour of 5:30 p.m. on February 14, 2019, to the members of the governing agency, and caused the agenda to be posted on the City's website at www.lemongrove.ca.gov and at Lemon Grove City Hall, 3232 Main Street Lemon Grove, CA 91945.

/s/ Shelley Chapel

Shelley Chapel, MMC, City Clerk



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.A

Meeting Date: February 19, 2019
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Kristen Steinke, City Attorney
Item Title: **Waive the Full Text Reading of all Ordinances**

Summary: Waive the full text reading of all ordinances included in this agenda. Ordinances shall be introduced and adopted by title only.

Environmental Review:

- Not subject to review Negative Declaration
 Categorical Exemption, Section | Mitigated Negative Declaration

Fiscal Impact: None.

Public Notification: None.



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.B

Meeting Date: February 19, 2019
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Molly Brennan, Finance Manager
<mailto:MBrennan@lemongrove.ca.gov>

Item Title: **City of Lemon Grove Payment Demands**

Recommended Action: Ratify Demands.

Environmental Review:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Not subject to review | <input type="checkbox"/> Negative Declaration |
| <input type="checkbox"/> Categorical Exemption, Section | <input type="checkbox"/> Mitigated Negative Declaration |

Fiscal Impact: None.

Public Notification: None.

City of Lemon Grove Demands Summary

Approved as Submitted:

Molly Brennan, Finance Manager

For Council Meeting: 02/19/19

ACH/AP Checks 01/29/19-02/06/19 1,201,069.21

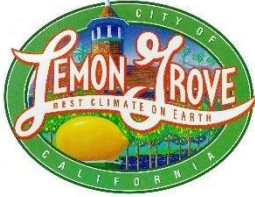
Payroll - 01/29/19 122,103.01

Total Demands 1,323,172.22

CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
ACH	Refill 1/25/19	Pitney Bowes Global Financial Services LLC	01/29/2019	Postage Usage 1/25/19	250.00	250.00
ACH	Dec18	San Diego County Sheriff's Department	01/29/2019	Law Enforcement Services - Dec'18	489,039.47	489,039.47
ACH	Jan19	Southern CA Firefighters Benefit Trust	01/30/2019	LG Firefighters Benefit Trust - Jan'19	2,492.10	2,492.10
ACH	Jan29 19	Employment Development Department	01/31/2019	State Taxes 1/29/19	6,829.51	6,829.51
ACH	Jan29 19	US Treasury	01/31/2019	Federal Taxes 1/29/19	23,073.42	23,073.42
ACH	Jan16-Jan29 19	Calpers Supplemental Income 457 Plan	01/31/2019	457 Plan 1/16/19-1/29/19	5,723.53	5,723.53
ACH	Jan19	Wage Works	01/31/2019	FSA Reimbursement - Jan'19	2,906.70	2,906.70
ACH	Jan19	Power Pay Biz/Evo	02/01/2019	Online Credit Card Processing - Jan'19	73.26	73.26
ACH	Feb 2019	Pers Health	02/04/2019	Pers Health Insurance - Feb'19	47,657.58	47,657.58
ACH	Jan19	Authorize Net	02/04/2019	Merchant Fees - Jan'19	20.70	20.70
ACH	9098001	LEAF	02/06/2019	Ricoh C3502 Copier System-PW Yard - Jan'19	160.51	160.51
10808	11075	A. Preman Roofing, Inc.	01/30/2019	Roof Drain Installation/Repairs - Comm Ctr	3,082.00	3,082.00
10809	12517239	AT&T	01/30/2019	Fire Backup Phone Line- 12/22/18-1/21/19	39.80	39.80
10810	16565L-IN	Aztec Landscaping Inc.	01/30/2019	CUPCCA #2019-03 Abatement of Channel Vegetation behind La Mesa	13,920.00	13,920.00
10811	1/29/19-161 1/29/19-762	California State Disbursement Unit	01/30/2019	Wage Withholding Pay Period Ending 1/29/19 Wage Withholding Pay Period Ending 1/29/19	161.53 82.61	244.14
10812	19629278	Canon Financial Services Inc.	01/30/2019	Canon Plotter Contract Charge 1/21/19-2/20/19	144.00	144.00
10813	FRS0000140 FRS0000140 HFTA000127	City of El Cajon	01/30/2019	Overtime Reimbursement - Nevin 1/3/19 Overtime Reimbursement - Kinoshita 1/11/19 HFTA Fees - QTR 3 FY18/19	1,236.59 1,111.86 4,483.00	6,831.45
10814	169	CityPlace Planning, Inc.	01/30/2019	Interim Dev Svcs Dir Tasks - Dec '18	6,271.45	6,271.45
10815	Jan19	Colonial Life	01/30/2019	Colonial Optional Insurance -Jan19	670.20	670.20
10816	201900052	County of San Diego/Assessor/Recorder/Clerk	01/30/2019	Recording Services- 12/3/18	138.00	138.00
10817	1/18/2019	Cox Communications	01/30/2019	City Manager Fax Line/Copy Room- 1/18/19-2/17/19	3.65	3.65
10818	4777 4778 4779 4780 4781	D- Max Engineering Inc.	01/30/2019	1993 Dain Dr Doc Review 12/1/18-12/31/18 LGA Realignment Stormwater Inspection 12/1/18-12/31/18 Golden Doors Stormwater Inspection 12/1/18-12/31/18 Celsius Phase II- 18/19 Stormwater Inspection 12/1/18-12/31/18 6800 Mallard Ct Stormwater Inspection 12/1/18-12/31/18	241.25 28.43 162.50 241.25 274.68	948.11
10819	1218.07.0159	Dexter Wilson Engineering, Inc.	01/30/2019	Eng Svc-District's Sewer System Mgmt Plan - Dec'18	1,300.00	1,300.00
10820	0108192305 0122192305	Domestic Linen- California Inc.	01/30/2019	Shop Towels & Safety Mats 1/8/19 Shop Towels & Safety Mats 1/22/19	82.10 82.10	164.20
10821	20185445 20186215	Dudek	01/30/2019	Prof Svcs: Inspection Support Svcs 7/28/18-8/31/18 Prof Svcs: Inspection Support Svcs 9/1/18-9/28/18	5,250.00 3,375.00	8,625.00
10822	1/14-17/19 1/7-10/19	Esgil Corporation	01/30/2019	75% Building Fees- 1/14/19-1/17/19 75% Building Fees- 1/7/19-1/10/19	2,146.40 4,790.03	6,936.43
10823	26237 26494 26517	Excell Security, Inc.	01/30/2019	Senior Center Security Guard - 8/5/18 Senior Center Security Guard - 1/5/19 Senior Center Security Guard - 1/26/19	3.00 249.97 251.28	504.25
10824	Reimb 6/25/18	Gonzalez, Monica	01/30/2019	Re-issue- Reimbursement - Summer Daycamp Supplies	82.34	82.34

10825	0026243-IN	HDL Coren & Cone	01/30/2019	Contract Services Property Tax - Jan-Mar 2019	2,145.62	2,145.62
10826	71555 71556	House of Automation	01/30/2019	PW Yard Security Gate Repair - Replaced Drive Chain PW Yard Security Gate Repair - Replacement Photo Eye	380.33 535.84	916.17
10827	Jan29 19	ICMA	01/30/2019	ICMA Deferred Compensation Pay Period Ending 1/29/19	580.77	580.77
10828	1190009	J&M Keystone. Inc.	01/30/2019	Service Call/Moisture Inspection/Clean Up - Fire Stn	1,255.87	1,255.87
10829	836	Keagy Real Estate	01/30/2019	Completion & Delivery - Appraisal Report - 7431-7455 Broadway	9,500.00	9,500.00
10830	Mercado	Mercado, Liliana	01/30/2019	Refund/Mercado,Liliana/Deposit/LBH 1/26/19	300.00	300.00
10831	162130	MJC Construction	01/30/2019	CUPCCA #2019-05 - CIP Concrete Repair & Upgrade	29,155.00	29,155.00
10832	EIA26933	Preferred Benefit Insurance Administrators	01/30/2019	Dental Insurance- PPO -Jan19	2,823.60	2,823.60
10833	Sherrice	Sherrice Williams Ivory	01/30/2019	Refund/Sherrice/Deposit-CommCtr 1/20/19	200.00	200.00
10834	44410	SoCal WaterSmart PAL Rebates	01/30/2019	Refund/Overpd PAL (Public Agcy Landscape) Grant/Irrig Controllers	3,722.76	3,722.76
10835	Vasquez	Vasquez, Norma	01/30/2019	Refund/Vasquez,Norma/Deposit/LBH 12/8/18	200.00	200.00
10836	C8015	A-Pot Rentals, Inc.	02/06/2019	Portable Restroom Rental- 12/9/18-1/8/19	132.10	132.10
10837	6347 6348	Aguirre & Associates	02/06/2019	6470 Federal Blvd Street Dedication - Jan '19 8055 Golden Ave Street Dedication - Jan '19	275.00 275.00	550.00
10838	1/12/2019 1/22/2019	AT&T	02/06/2019	Phone Service 12/13/18-1/12/19 Backup City Hall Internet- 12/23/18-1/22/19	82.88 89.25	172.13
10839	33001-IN	Aztec Landscaping Inc.	02/06/2019	Landscape Mgmt Svc - Dec'18	9,629.00	9,629.00
10840	4778045	Bearcom	02/06/2019	Portable Radios Monthly Contract 1/22/19-2/21/19	150.00	150.00
10841	915336-9 915628-9 918008-9 918294-9	BJ's Rentals	02/06/2019	Equip Rental- Jack Post Shore 10' - Roof Repair - Com Ctr Equip Rental- Jack Post Shore 10' - Roof Repair - Com Ctr Propane Propane	67.12 175.13 9.43 3.92	255.60
10842	Buresch	Buresch, Corey	02/06/2019	Refund/Buresch, Corey/Credit Card Fee Collected in Error10/22, 1/29	20.01	20.01
10843	Oct-Dec 18	California Building Standards Commission	02/06/2019	BSA Fees: Oct - Dec'18	93.60	93.60
10844	19671333	Canon Financial Services Inc.	02/06/2019	Canon Copier Contract Charge 2/1/19	642.60	642.60
10845	112867	CDCE, Inc.	02/06/2019	IBR Routers/Cloud Renewal	39.00	39.00
10846	4015248595 4015609690 CR4013286815	Cintas Corporation #694	02/06/2019	Janitorial Supplies - 1/17/19 Janitorial Supplies - 1/24/19 Credit - Janitorial Supplies - 12/6/18	953.40 218.66 -361.84	810.22
10847	1101	City of Chula Vista	02/06/2019	Animal Control Services- Dec '18	24,163.00	24,163.00
10848	1896 1974 1974 1975 1975 1975 1988	Clark Telecom & Electric Inc.	02/06/2019	Repair/Solar Speed Display/Kempf - Dec'18 Street Light Dig Alert Mark Outs - Dec'18 Street Light Dig Alert Mark Outs - Dec'18 Street Light Repairs- Dec'18 Street Light Repairs- Dec'18 Street Light Repairs- Dec'18 Service/Street Light Power Issue/Civic Ctr Park/Bonfire 12/7/18	1,695.00 199.51 249.23 425.00 233.50 212.50 1,633.60	4,648.34
10849	37930	Colantuono, Highsmith & Whatley, PC	02/06/2019	Legal Svcs - thru Dec'18	2.68	2.68
10850	19CTOFLGN07	County of San Diego- RCS	02/06/2019	800 MHZ Network - Jan '19	2,935.50	2,935.50
10851	1/6/2019 1/19/2019 1/6/2019 1/10/2019 1/4/2019	Cox Communications	02/06/2019	Calsense Modem Line:2259 Washington 1/6/19-2/5/19 Phone/PW Yard/2873 Skyline- 1/19/19-2/18/19 Calsense Modem Line:7071 Mt Vernon 1/6/19-2/5/19 Calsense Modem Line:8235 Mt Vernon 1/9/19-2/8/19 Phone/Rec Ctr/ 3131 School Ln- 1/4/19-2/3/19	21.11 212.58 20.01 94.39 97.85	445.94
10852	4362 4391 4493 4540 4587 4689 4785	D- Max Engineering Inc.	02/06/2019	8373 Broadway SWQMP Review 10/30/18-11/5/18 LG B&S Townhouse Plan Review 5/1/18-5/31/18 LG Childcare Ctr Stormwater Plan Review 8/1/18-8/31/18 Popeye's Pre-App Review 9/1/18-9/25/18 T-Mobile Wireless Antenna Pre-App Review 10/1/18-10/17/18 6470 Federal Blvd Landscape Plan Check 12/3/18 6470 Federal Blvd Landscape Plan Review 1/9/19-1/23/19	937.50 149.70 250.00 125.00 250.00 187.50 156.25	2,055.95
10853	Oct-Dec18	Department of Conservation	02/06/2019	Qtrly SMIP Fees - Oct-Dec'18	214.51	214.51
10854	2019	DFM Associates	02/06/2019	2019 CA Elections Code Book/Paperback	56.84	56.84
10855	656478	Gormsen Appliance Company	02/06/2019	Service/Washer & Refrigerator - Fire Station	160.00	160.00

10856	71654	House of Automation	02/06/2019	Prev Maintenance - Security Gate & Rollup Doors - Fire Station	198.94	198.94
10857	18-4516	I love a Clean San Diego	02/06/2019	ILACSD Recycling Educ Community Outreach Event thru 12/31/18	550.00	550.00
10858	18560	Merz Construction Inc.	02/06/2019	Access Control Panel Replacement - City Hall	608.99	608.99
10859	225100	Ninyo & Moore	02/06/2019	6800 Mallard Ct Inspection Svcs thru 12/28/18	3,105.00	3,105.00
10860	149060 149106	Pacific Sweeping	02/06/2019	Street Sweeping/69th St - 12/17/18 Street Sweeping/Parking Lot - Dec'18	330.00 6,428.55	6,758.55
10861	95032	Penske Ford	02/06/2019	LGPW #07-'14 Ford Patch Truck Service/Oil Change/Filter/Wipers	112.05	112.05
10862	PD-40699 PD-40726	Plumbers Depot Inc.	02/06/2019	LGPW#26 Sewer Camera Repair/Tigertail Hose Guide LGPW#26 Sewer Camera Repair/Pneumatic Tires/Tow Cable & Keeper	127.62 652.58	780.20
10863	CLGLGAT_201810	Rail Pros	02/06/2019	Prof Svc: LGA Timing Project thru 10/26/18	13,350.62	13,350.62
10864	INV027586	RapidScale Inc.	02/06/2019	Virtual Hosting 1/31/19	3,370.78	3,370.78
10865	31625508 31625810 31626614	RCP Block & Brick, Inc.	02/06/2019	Bulk Concrete Sand - Fire Station Bulk Concrete Sand - Fire Station Bulk Concrete Sand - Fire Station	205.59 102.79 205.59	513.97
10866	0065842 17546F(10)	Rick Engineering Company	02/06/2019	Prof Svc: City Engineer 12/1/18-12/31/18 Prof Svc: 2017/18 CIP Sewer Proj- 8 Locations 12/1/18-12/31/18	27,714.41 9,820.57	37,534.98
10867	GHC0023738	Scott, Mary	02/06/2019	Claim Settlement - GHC0023738	140.00	140.00
10868	1/22/2019 1/22/2019 1/22/2019	SDG&E	02/06/2019	3225 Olive- 12/18/18-1/20/19 3500 1/2 Main- 12/18/18-1/20/19 3601 1/2 Main- 12/18/18-1/20/19	138.20 258.97 34.71	431.88
10869	88605706-001	SiteOne Landscape Supply, LLC	02/06/2019	E-Z Reachers	229.02	229.02
10870	00076057 00076405	The East County Californian	02/06/2019	Ordinance No. 451 - Emergency Shelter Overlay Zone Bid Notice - FY18/19 Street Rehab Project 1/24/19	84.00 203.00	287.00
10871	1/30/19	Van Lant & Fankhanel, LLP	02/06/2019	FY 2018 Audit & Related Reports-Final Billing	19,000.00	19,000.00
10872	9822146402 9822146966 9822146403	Verizon Wireless	02/06/2019	City Phone Charges- 12/13/18-1/12/19 Mobile Broadband Access- 12/13/18-1/12/19 PW Tablets- 12/13/18-1/12/19	876.32 76.02 188.78	1,141.12
10873	72078587 72084112 72084113 72085683	Vulcan Materials Company	02/06/2019	Asphalt Asphalt Asphalt Asphalt/SS1H 4.5 Gallon Bucket	208.71 142.77 146.43 169.60	667.51
10874	2016.04-029	West Coast General Corporation	02/06/2019	LGA Realignment Proj- 11/1/18-11/30/18	386,179.99	386,179.99
					1,201,069.21	1,201,069.21



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.C

Meeting Date: February 19, 2019

Submitted to: Honorable Mayor and Members of the City Council

Department: City Manager's Office

Staff Contact: Shelley Chapel, City Clerk

Schapel@lemongrove.ca.gov

Item Title: **Approval of City Council Meeting Minutes**

Recommended Action: Approval of City Council Meeting Minutes for Regular Meeting held February 5, 2019

Environmental Review:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Not subject to review Negative | <input type="checkbox"/> Declaration |
| <input type="checkbox"/> Categorical Exemption, Section | <input type="checkbox"/> Mitigated Negative Declaration |

Fiscal Impact: None.

Public Notification: None.

**MINUTES OF A MEETING OF
THE LEMON GROVE CITY COUNCIL
TUESDAY, FEBRUARY 5, 2019**

*The City Council also sits as the Lemon Grove Housing Authority,
Lemon Grove Sanitation District Board, Lemon Grove Roadway Lighting District Board,
and Lemon Grove Successor Agency.*

Call To Order:

Mayor Vasquez called the Regular Meeting to order at 6:00 p.m.

Present: Mayor Pro Tem David Arambula, Councilmember Jerry Jones, Councilmember Jennifer Mendoza, and Councilmember Matt Mendoza.

Absent: Mayor Racquel Vasquez

Staff Members Present:

Lydia Romero, City Manager, Kristen Steinke, City Attorney, Mike James, Assistant City Manager/Public Works Director, Mike Chasin, Division Fire Chief, Lieutenant Scott Amos, San Diego County Sheriff's Office - Lemon Grove Substation, Shelley Chapel, City Clerk, Roberto Hidalgo, Human Resources Manager, and Molly Brennan, Finance Manager.

Pledge of Allegiance:

Pledge of Allegiance to the Flag was led by Councilmember Jones.

Public Comments:

Appeared to comment was: Brenda Hammond

1. Consent Calendar:

- A. Waive Full Text Reading of All Ordinances on the Agenda.
- B. Ratification of Payment of Demands
- C. City Council Meeting Minutes
- D. Approval of Resolution No. 2019-3632, entitled, "A Resolution of the City Council of the City of Lemon Grove, California, approval of Minimum Wage Increase to Ensure Compliance with the California Minimum Wage Increase as Governed by State Law."
- E. Approval of Resolution No. 2019-3633, entitled, "A Resolution of the City Council of the City of Lemon Grove, California, Establishing Three New Classifications and Amend the Fiscal Year 2018-19 Fiscal Plan."

Action: Motion by Councilmember Jones, seconded by Councilmember J. Mendoza, to approve Consent Calendar Items A-E.

The motion passed by the following vote:

The motion passed by the following vote:

Ayes: Arambula, Jones, J. Mendoza, M. Mendoza

Absent: Vasquez

Reports to Council:

2. Fiscal Year 2018 Mid-Year Budget Update

Mayor Pro Tem Arambula introduced Molly Brennan, Finance Manager who presented the report and PowerPoint Presentation.

Appeared to comment was: Teresa Rosiak Proffit

Action: The motion by Councilmember Jones, and second by Councilmember M. Mendoza to Adopt Resolution No. 2019-3634 entitled, “A Resolution of the City Council of the City of Lemon Grove, California, Approving the City of Lemon Grove Mid-Year Budget for Fiscal Year 2018-19 and Authorizing Expenditures Thereto.”

The motion passed by the following vote:

Ayes: Arambula, Jones, J. Mendoza, M. Mendoza

Absent: Vasquez

Action: The motion by Councilmember Jones, and second by Councilmember J. Mendoza Adopt Resolution No. 2019-3635 entitled, “A Resolution of the City Council of the City of Lemon Grove, California, Establishing the Appropriations Limit for Fiscal Year 2018-2019.”

The motion passed by the following vote:

Ayes: Arambula, Jones, J. Mendoza, M. Mendoza

Absent: Vasquez

3. Award the Roy and Washington Storm Drain Repair Project

Mayor Pro Tem Arambula introduced Mike James, Assistant City Manager / Director of Public Works who presented the report and PowerPoint Presentation.

Action: The motion by Councilmember J. Mendoza, and second by Councilmember Jones Adopt Resolution No. 2019-3636, entitled, “A Resolution of the City of Lemon Grove, California, Awarding the Roy and Washington Storm Drain Repair (Contract No. 2019-07).”

The motion passed by the following vote:

Ayes: Arambula, Jones, J. Mendoza, M. Mendoza

Absent: Vasquez

4. Ordinance No. 451, Establishment of Emergency Shelter Overlay Zone

Mayor Pro Tem Arambula introduced Kristen Steinke, City Attorney who read the title of the Ordinance into record.

Action: The motion by Councilmember J. Mendoza, and second by M. Mendoza to conduct the Second Reading by title only, and adopt Ordinance No. 451, adding Chapter 17.20.050 to the Lemon Grove Municipal Code establishing Emergency Shelter Overlay Zone, and amending Chapter 17.16.070 to reference new emergency shelter overlay zone, and approve a zone change to amend Zoning Map to include specific parcels in the General Commercial Zone; Zoning Amendment ZA 1-800-0003

The motion passed by the following vote:

Ayes: Arambula, Jones, J. Mendoza, M. Mendoza

Absent: Vasquez

City Council Oral Comments & Reports on Meetings Attended At City Expense: (G.C. 53232.3(d))

Councilmember J. Mendoza attended the following meetings and events:

- SANDAG Board Meeting – other Councilmembers were in attendance.

Councilmember Jones attended the following meetings and events:

- SANDAG Board Meeting
- Metro Commission/Metro Wastewater JPA Meeting

Mayor Pro Tem Arambula attended the following meetings and events:

- MTS Board – No longer on the Transportation Committee as Primary but has been placed on the following:
 - Budget Committee
 - Public Safety Committee
 - Ad Hoc Ballot Committee

City Manager and Department Director Reports: (*Non-Action Items*)

Lt. Amos with the San Diego County Sheriff Department announced a new Traffic Sergeant has been hired.

Fire Chief Chasin thanked the community for the support of the passing of Stella a search canine who recently passed away.

Closed Session:

5. LIABILITY CLAIM

Government Code Section 54956.95

Claimant: Ruth Penery

Agency Claimed Against: City of Lemon Grove

6. CONFERENCE WITH REAL PROPERTY NEGOTIATIONS

Government Code Section 54956.8

Property: 3600 block of Olive, Lemon Grove, CA 91945

Agency Negotiation: City of Lemon Grove

Negotiating Parties: City Manager, Lydia Romero, and Assistant City/Director of Public Works, Manager Mike James

Under Negotiation: Instruction to Negotiate

7. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section §54956.8

Name of Case: Hatsuko Hoss v. City of Lemon Grove, et al. (SDSC Case No. 37-2019-00002078-CU-PO-CTL)

City Attorney Kristen Steinke announced the City Council will be adjourning to closed session at 7:35 p.m. for the purposes above.

City Attorney Steinke reported no reportable action on items discussed in Closed Session.

Adjournment:

There being no further business to come before the Council, the meeting was adjourned at 8:20 p.m. to a meeting to be held Tuesday, February 19, 2019, in the Lemon Grove Community Center located at 3146 School Lane, for a Regular Meeting.

Shelley Chapel, MMC
City Clerk



LEMON GROVE SANITATION DISTRICT

DISTRICT BOARD STAFF REPORT

Item No. 1.D

Meeting Date: February 19, 2019

Submitted to: Honorable Mayor and Members of the Lemon Grove Sanitation District

Department: Public Works Department

Staff Contact: Mike James, Assistant City Manager
mjames@lemongrove.ca.gov

Item Title: **Award the Fiscal Year 2017-2018 Sewer Capital Improvement Project**

Recommended Action: Adopt a resolution awarding a contract for the Fiscal Year 2017-18 Sewer Capital Improvement Project (Contract No. 2019-11).

Summary: In 2016, the Lemon Grove Sanitation District (District) contracted with Dexter Wilson Engineering, Inc. (DWE) to create a Sanitary Sewer Master Plan (Master Plan) study. The purpose of the Master Plan is to serve as a planning document to evaluate the capacity of the existing collection system, determine improvement needs under future build-out conditions, develop Capital Improvement Programs (CIP) for the short-term (5 years) and long-term (20 years) based on those needs and model future program needs while performing on-going inspection, maintenance, and video recording of the entire sewer collection system.

The final completed Master Plan, dated August 31, 2017, was presented to the District Board and approved on October 17, 2017. The Master Plan detailed recommendations as to how the sewer system should be maintained and repaired as needed. When specifically related to the “how” the Master Plan provided a list of pipe segments that should be repaired every fiscal year.

Discussion: Based on recommendations within the Master Plan, specifically the Executive Summary and Chapter 9, there was a need to install cured-in-place pipe lining in existing sewer mains at various locations within the City of Lemon Grove. In addition to the cure-in-place pipe lining, the work also includes installing a new sewer main, making sewer point repairs, installing new sewer cleanouts, and installing new sewer manholes.

On January 3, 2019, staff advertised the Fiscal Year 2017-2018 Sewer Capital Improvement Project. On January 29, 2019, four (4) sealed bids were received. The name of each bidder, the location of the company and the bid amount is listed below.

Name of Bidder	Location	Bid Amount
Burtech Pipeline, Inc.	Encinitas, CA	\$447,375
Transtar Pipeline, Inc.	San Diego, CA	\$398,500
Piperin Corporation	Escondido, CA	\$360,750
Charles King Company	Signal Hill, CA	\$338,290

The lowest responsive and responsible bid was submitted by Charles King Company (Charles King) with a bid amount of \$338,290.00 which was \$33,592.50 lower than the Engineer’s Estimate of \$371,882.50. Staff reviewed Charles King’s project work history, references, and construction license status. Its project work history and reference checks were positive. Charles King has successfully completed similar work for other local government agencies and its license is in good standing with the State of California. Therefore, staff concluded that Charles King is both a responsive and responsible contractor and recommends the award of this contract (**Attachment B**). Based on the project scope of work, staff recommends the following project budget:

Description	Amount
Construction Costs	\$338,290.00
Contingency (10%)	\$33,829.00
Materials Testing	\$7,000.00
Inspection	\$5,000.00
Other costs (easement, copies, etc...)	\$1,000.00
Total	\$385,119.00

An unresolved portion of this proposed project is a sewer pipe segment at 8429 Broadway (Attachment C). This location was identified in the Master Plan for immediate replacement because the existing sewer main is situated underneath a building located at the address. There are several concerns that staff has with an active sewer main underneath a building which include limited access to inspect, clean and repair as needed. For those reasons, staff contacted the owner and initiated the process to abandon the existing easement and establish a new 20-foot easement where the new sewer main will be installed. The property owner understands the need for this transaction, and he has agreed to sign a grant deed to the Lemon Grove Sanitation District to complete the easement transaction. This will return to the District Board in March for review and approval. If the grant deed is approved no changes will occur with this agenda item. However, if the property owner decides not to move forward with the easement process than staff will amend this construction contract with a change order and return to the District Board with additional information highlighting what the next steps may include.

Environmental Review:

Not subject to review

Negative Declaration

Categorical Exemption, Section 15302 Mitigated Negative Declaration

Fiscal Impact: The project budget is estimated not to exceed \$385,119. Funding has been allocated from the Sanitation District in the Fiscal Year 2018-2019 budget.

Public Notification: None.

Staff Recommendation: Adopt a resolution awarding a contract for the Fiscal Year 2017-2018 Sewer Capital Improvement Project (Contract No. 2019-11).

Attachments:

Attachment A – Resolution awarding a contract for the FY2017-18 Sewer Capital Improvement Project

Attachment B – Contract

Attachment C – Overhead Exhibit of 8429 Broadway

RESOLUTION NO. 2019 -

**A RESOLUTION OF THE LEMON GROVE SANITATION DISTRICT,
CALIFORNIA, AWARDING THE FY2017-18 SEWER CAPITAL IMPROVEMENT
PROEJCT (CONTRACT NO. 2019-11)**

WHEREAS, in 2016, the District contracted with Dexter Wilson Engineering, Inc., to create a Sanitary Sewer Master Plan (Master Plan) study, and

WHEREAS, the final draft of the Master Plan, dated August 31, 2017 was presented to the District Board and approved on October 17, 2017; and

WHEREAS, the Master Plan outlined the 2017-18 Sewer Capital Improvement Project in need of repair and/or replacement due to condition; and

WHEREAS, bids were solicited and four (4) sealed bids were received for the FY 2017-18 Sewer Capital Improvement Project; and

WHEREAS, bids were opened and read aloud, and the lowest responsive and responsible bidder was Charles King Company.; and

WHEREAS, the District Board finds it in the public interest that a contract for said services be awarded.

NOW, THEREFORE, BE IT RESOLVED that the Lemon Grove Sanitation District hereby:

1. Awards a contract to Charles King Company in the amount of \$338,290 and establishes a project budget not to exceed \$385,119, and
2. Authorizes the District Manager or designee to execute said contract (**Attachment B**).

PASSED AND ADOPTED on _____, 2019, the Lemon Grove Sanitation District, California, adopted Resolution No. 2019-_____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest: Shelley Chapel, MMC, District Clerk

Approved as to Form: Kristen Steinke, District Attorney

FY 2017-18 SEWER CAPITAL IMPROVEMENT PROJECT: REHABILITATION
CONTRACT #2019-11

THIS CONTRACT, made and entered into on the date of the last signature, by and between the Lemon Grove Sanitation District, California, herein after designated as the "District", and Charles Kings Company, hereinafter designated as the "Contractor".

WITNESSETH: that the parties hereto do mutually agree as follows:

1. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the District, the Contractor agrees with the District to furnish all materials and labor for the FY 2017-18 Sewer Capital Improvement Project: Rehabilitation (CONTRACT 2019-11) and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the plans and specifications therefore; to furnish at his own proper cost and expense all tools, equipment, labor and materials necessary therefore; and to do everything required by this agreement and the said plans and specifications.
2. For furnishing all said materials and labor, tools and equipment, and doing all the work contemplated and embraced in this Contract, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until its acceptance by the District 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, except such as in said specifications are expressly stipulated to be borne by the District and for well and faithfully completing the work and the whole thereof, in the manner shown and described in the said plans and specifications, the District will pay and the Contractor shall receive in full compensation therefore the sum of three hundred thirty-eight thousand two hundred ninety dollars and zero cents (\$338,290)
3. The District hereby promises and agrees to employ, and does hereby employ said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid and hereby conditions set forth in the specification; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.
4. The Notice Inviting Bids, Instructions To Bidders, Bid Forms, Agreement and Bond Forms, Construction Administration Forms, Completion of the Project Forms, General Requirements and General Conditions, Drawings, Plans and Specifications, Addenda, Allowances, and all amendments thereof, are hereby incorporated in and made part of this Contract.
5. The District, the District's representative, District Consultants and authorized volunteers shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work, or for injury or damage to any person or persons, either workers, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the work. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever arising out of or in connection with the performance of the work, provided, however, that the Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of the District, its representatives, employees, agents and authorized volunteers who are directly responsible to the District.

FY 2017-18 SEWER CAPITAL IMPROVEMENT PROJECT: REHABILITATION
 CONTRACT #2019-11

- a. Contractor shall indemnify the District, District Board, District officials, District employees, District representatives, and authorized volunteers against and will hold and save them and each of them harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with the work, operation or activities of Contractor, its agents, employees, subcontractors or invitees, provided for herein, whether or not there is concurrent passive or active negligence on the part of the District, District Board, District officials, District employees, District representatives, and authorized volunteers, but excluding such actions, claims, damages to persons or property penalties, obligations or liabilities arising from the sole established negligence, willful misconduct or active negligence of the District, District Board, District officials, District employees, District representatives, authorized volunteers, or those who are directly responsible to them; and in connection therewith:
- I) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection therewith.
 - II) Contractor will promptly pay any judgment rendered against Contractor, the District, District Board, District officials, District employees, District representatives, and authorized volunteers covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor hereunder and Contractor agrees to save and hold the District, District Board, District officials, District employees, District representatives, and authorized volunteers harmless there from.
 - III) In the event the District, District Board, District officials, District employees, District representatives, and authorized volunteers are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the Work, or operation or activities of Contractor hereunder, Contractor agrees to pay to the District, District Board, District officials, District employees, District representatives, and authorized volunteers any and all costs and expenses incurred by the District, District Board, District officials, District employees, District representatives, and authorized volunteers in such action or proceeding together with reasonable attorney's fees.
 - IV) The District may retain, to the extent it deems necessary, the money due to the Contractor under and by virtue of the Contract Documents until disposition has been made of such actions or claims for damages as specified herein above.
6. Claims, disputes and other matters in question between the parties to this Contract, arising out of or relating to this Contract or the breach thereof, may be decided by arbitration if both parties to this Contract consent in accordance with the rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Contract, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Contract except by written consent containing a specific reference to this Contract and signed by CONTRACTOR, DISTRICT, and any other person sought to be joined. (Any Consent to arbitration involving an additional person or persons shall not constitute consent of any dispute not described therein or with any person not named or described therein.) This agreement to arbitrate and any agreement to arbitrate with an additional person or persons

FY 2017-18 SEWER CAPITAL IMPROVEMENT PROJECT: REHABILITATION
CONTRACT #2019-11

duly consented to by the parties to this Contract shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration is to be filed in writing with the other party to this Contract and with the American Arbitration Association. The demand is to be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event is the demand for arbitration to be made after the date when institution of legal or equitable proceedings based on such claim; dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

7. The Contractor agrees to comply with all Local, State and Federal regulations and with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.
8. If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorney's fees.
9. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
10. In accordance with Government Code, Section 8546.7, records of both the District and the Contractor shall be subject to examination and audit for a period of three (3) years after final payment.

FY 2017-18 SEWER CAPITAL IMPROVEMENT PROJECT: REHABILITATION
CONTRACT #2019-11

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in three counterparts, each of which shall be deemed an original the day and year first above written.

CONTRACTOR:

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Federal ID Number: _____

DISTRICT:

By: _____

Title: District Manager, Lemon Grove Sanitation District

Date: _____

ATTEST:

By: _____

Title: District Clerk, Lemon Grove Sanitation District

(Notaries acknowledgement of execution by all PRINCIPALS OF CONTRACTOR shall be attached.)

FY 2017-18 SEWER CAPITAL IMPROVEMENT PROJECT: REHABILITATION
CONTRACT #2019-11

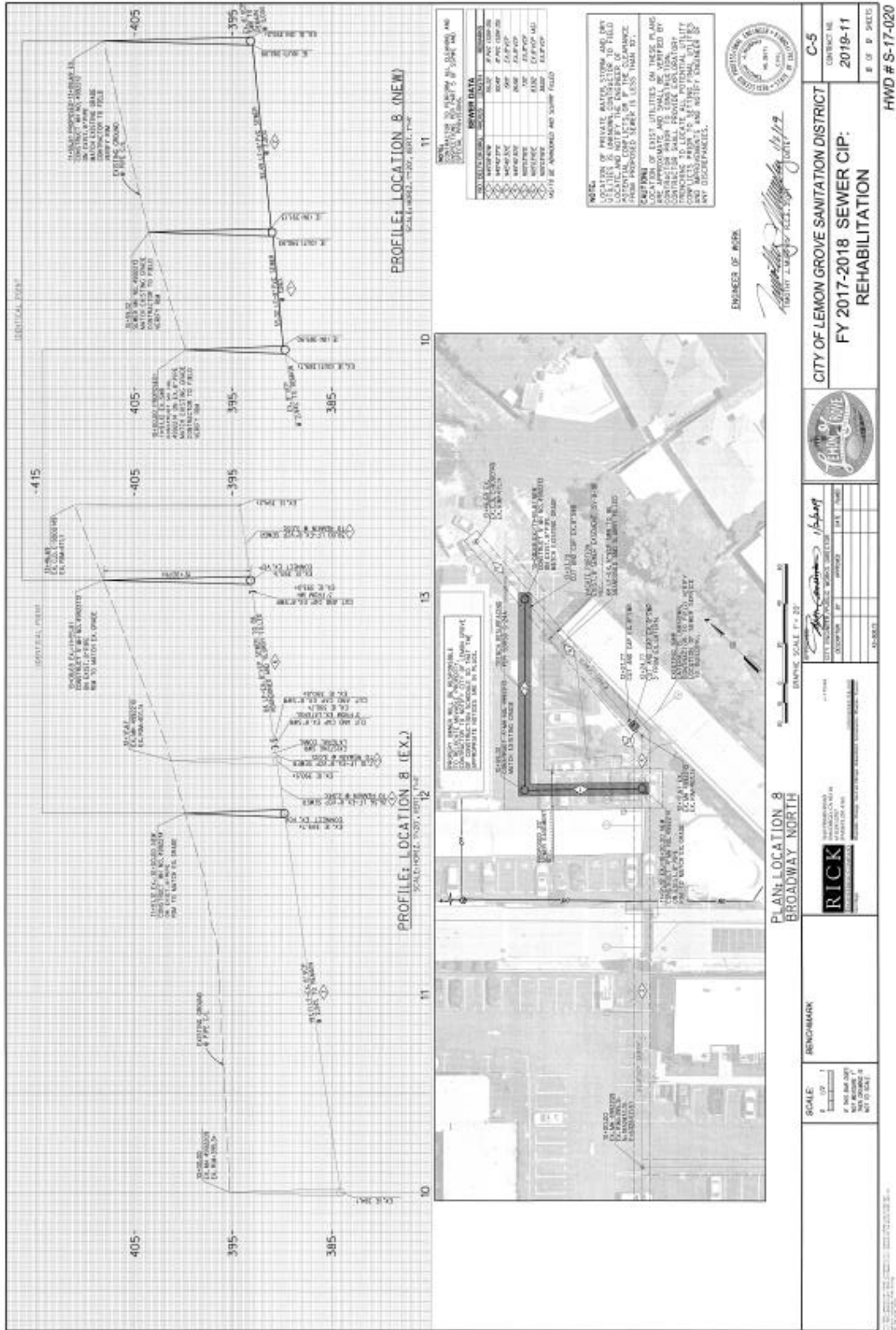
CORPORATE CERTIFICATE

I, _____, certify that I am the _____ of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Signed: _____

Title: _____

Corporate Seal: _____





CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.E

Meeting Date: February 19, 2019

Submitted to: Honorable Mayor and Members of the City Council

Department: Finance

Staff Contact: Molly Brennan, Finance Manager

mbrennan@lemongrove.ca.gov

Item Title: 115 Trust Transfer

Recommended Action:

Authorize the transfer of \$89,440 from the General Fund FY17-18 surplus to the 115 Trust for investment towards future CalPERS obligations.

Summary:

Invests half of the fiscal year 2017-2018 General Fund surplus in the 115 Trust to generate additional interest and stabilize future spikes in unfunded accrued liability (UAL) payments to CalPERS.

Discussion:

The Annual Financial Report for fiscal year ended June 30, 2018 revealed that fiscal year 2017-2018 General Fund revenues surpassed General Fund expenditures by \$178,881. Following the adopted General Reserve Policy, half of the surplus, \$89,440, shall be kept in reserves. As discussed at the February 5, 2019 City Council meeting, staff recommends investing this portion of the reserves in the 115 Trust for future pension obligations.

By pre-funding part of the General Fund's unfunded accrued liability (UAL), additional interest may be generated and future increases in UAL payments can be stabilized. Since funds in the 115 Trust may only be spent on pension related expenses, the investment will also reduce the General Fund's overall net pension liability by creating a pension asset. The funds will be invested in the Moderately Conservative portfolio, in line with the Pension Rate Stabilization Program Investment & Funding Policy.

Environmental Review:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Not subject to review | <input type="checkbox"/> Negative Declaration |
| <input type="checkbox"/> Categorical Exemption, Section | <input type="checkbox"/> Mitigated Negative Declaration |

Fiscal Impact:

The General Fund's fund balance will include the \$89,440 115 Trust investment, since the cash transferred remains an asset of the City. Additional interest earnings are anticipated.

Public Notification: None

Staff Recommendation: Authorize the transfer of \$89,440 from the General Fund FY17-18 surplus to the 115 Trust for investment towards future CalPERS obligations.



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.F

Meeting Date: February 19, 2019

Submitted to: Honorable Mayor and Members of the City Council

Department: City Manager's Office

Staff Contact: Patricia Bluman, Consultant, CityPlace Planning, Inc.

Item Title: Consideration of establishment of an on-call list and approval of agreements for environmental services consultants

Recommended Action: Adopt a Resolution establishing an on-call list of environmental services consultants to assist the City with environmental reviews required pursuant to the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA); and, place Dudek, Placeworks, and Summit Environmental Group on the on-call list for three years; and authorize the City Manager to execute agreements with Dudek, Placeworks, and Summit Environmental Group to provide on-call environmental services to the City on an as-needed basis and issue task orders for the needed services.

Summary:

The Planning and Zoning Division of the Development Services Department is responsible for the administration of the City's planning and environmental review activities, including advanced and current planning functions. Processing of current planning applications for privately-initiated development projects and preparation of the City-initiated advanced planning projects (such as updating the General Plan and the Zoning Ordinance) include environmental review and the preparation of documents required pursuant to CEQA. Additionally, the Engineering Department is responsible for implementation of the City's capital improvement projects, which may be subject to CEQA and/or NEPA. Both CEQA and NEPA have strict processes by which municipalities must assess environmental impacts of required projects. Municipalities can either conduct the reviews and prepare studies and reports in-house or allow that work to be performed by private environmental consulting firms.

The City currently undertakes the environmental review of projects in several ways. In certain instances City Staff in the Planning and Zoning Division prepare the required environmental documents (such as Initial Studies, Negative Declarations, and Mitigated Negative Declarations), while in other cases environmental services consultants are

retained. As allowed by State law, the cost for administering CEQA may be borne by the applicant, whether the work is conducted by Staff or a consultant.

Due to the increasing technical complexity required for environmental review, the litigious nature of the planning process, and the significant time required to conduct environmental reviews and prepare associated documents, the use of on-call consultants with technical expertise in environmental services is proposed. This is an established practice by many other jurisdictions.

Contracts for professional services, such as environmental services, must be procured under a fair and competitive selection process. Based on guidance in Government Code Section 4526, one methodology that has worked well in other jurisdictions is to establish an “on-call” list of qualified environmental consultants to assist the City in conducting required environmental review for projects.

The City issued a “Request for Qualifications” (RFQ) on November 8, 2018 for on-call CEQA consulting services, with a submittal deadline of December 13, 2018. (Staff notes that while most projects the City administers involve compliance with CEQA, services regarding NEPA compliance may be needed as well and are included.) The City received proposals from three firms—Dudek, Placeworks, and Summit Environmental Group. Staff reviewed the proposals and found each firm to meet the requested qualifications.

Discussion:

Establishment of an On-Call Consultant Environmental Services List

Staff proposes the establishment of an official list of qualified consultants who would be called upon to provide assistance with all types of environmental review, on an as-needed, project-by-project basis. The consultants also would be available to advise and assist staff with questions related to administration of environmental regulations. The services requested would function as an extension of City Staff on tasks related to environmental review under CEQA (and NEPA, as required). The selected firms would be maintained on the City’s official list for a three-year period.

Staff notes that establishment of an on-call list and approval of associated agreements does not preclude the City from obtaining consultant services through the formal Request for Proposals (RFP) process for specific project needs, specialty work, grant requirements, or other circumstances that the City deems appropriate.

Use of On-Call Consultant Environmental Services List

When the need for environmental services arises, the City will utilize the on-call consultant environmental services list depending on specific needs. For small projects and if Staff needs assistance conducting preliminary review of projects for CEQA purposes, such as making determinations of categorical exemptions, the services of one consultant may be called upon on a regular/recurring basis. When services for larger and/or more complicated projects are required, the City may utilize the list on a rotating basis or may send a request for services to more than one firm on the list. The firm(s) will

be asked to prepare a proposal that outlines the tasks necessary to be completed and costs based on established billing rates. The City Manager will be authorized to issue a task order for the selected service and/or proposal.

An advantage of this proposed process is that it is a more efficient use of time, since the consultants' qualifications have already been determined, all the terms and conditions of the contract are in place, and the consultants' insurance information is on record.

Environmental Review:

- Not subject to review Negative Declaration
 Categorical Exemption, Section 15061(b)(3) Mitigated Negative Declaration

Fiscal Impact:

Future services provided under these on-call contracts will be paid with development review fees paid by applicants, or, for City-initiated projects, by the funds budgeted by the City Council. Use of consultants to prepare required CEQA documentation will improve efficiency and effectiveness of Staff time and will free up Staff to work on cost-recoverable projects. No work will be performed in excess of budgeted authority.

Public Notification: None

Staff Recommendation:

Adopt a Resolution establishing an on-call list of environmental services consultants to assist the City with environmental reviews required pursuant to the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA); and, place Dudek, Placeworks, and Summit Environmental Group on the on-call list for three years; and authorize the City Manager to execute agreements with Dudek, Placeworks, and Summit Environmental Group to provide on-call environmental services to the City on an as-needed basis and issue task orders for the needed services.

Attachments:

Attachment 1 – Resolution

Attachment 2 – Dudek Agreement

- Exhibit A (Scope of Work)
- Exhibit B (Response to Request for Qualifications)

Attachment 3 – Placeworks Agreement

- Exhibit A (Scope of Work)
- Exhibit B (Response to Request for Qualifications)

Attachment 4 – Summit Environmental Group

- Exhibit A (Scope of Work)
- Exhibit B (Response to Request for Qualifications)

RESOLUTION NO. 2019-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA, ESTABLISHING AN ON-CALL LIST OF ENVIRONMENTAL SERVICES CONSULTANTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH DUDEK, PLACEWORKS, AND SUMMIT ENVIRONMENTAL GROUP TO PROVIDE ON-CALL ENVIRONMENTAL SERVICES TO ASSIST THE CITY WITH ENVIRONMENTAL REVIEWS REQUIRED PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) AND TO ISSUE TASK ORDERS FOR THE NEEDED SERVICE.

WHEREAS, the Development Services Department issued a Request for Qualifications (RFQ) on November 8, 2018 soliciting consultants to perform on-call environmental services; and

WHEREAS, the City received proposals from Dudek, Placeworks, and Summit Environmental Group by the submittal deadline of December 8, 2018; and

WHEREAS, Staff reviewed the proposals and found each firm to meet the requested qualifications, including depth of experience, qualifications of key personnel, and competitive hourly rates;

WHEREAS, the City establishes an official list of qualified on-call environmental consultants who will be called upon to provide assistance with environmental review on an as-needed, project-by-project basis, and who will be available to advise and assist staff with questions related to environmental regulations; and

WHEREAS, the selected firms will be maintained on the City's official list for a three-year period, at which time the City may refresh the list by issuing another RFQ; and

WHEREAS, the firms of Dudek, Placeworks, and Summit Environmental Group are placed on the City's official list of qualified on-call environmental consultants for a period of three years; and

WHEREAS, establishment of the on-call list and approval of associated agreements does not preclude the City from obtaining consultant services through the formal Request for Proposals (RFP) process for specific project needs, specialty work, grant requirements, or other circumstances that the City deems appropriate.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California, hereby resolves as follows:

1. The City Manager is authorized to execute agreements with Dudek, Placeworks, and Summit Environmental Group for on-call environmental services in substantially the form presented to the City Council.
2. The City Manager is authorized to execute task orders for work under the on-call environmental services agreements.

PASSED AND ADOPTED on February 19, 2019, the City Council of the City of Lemon Grove, California, adopted Resolution No. 2019-_____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Shelley Chapel, MMC, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney

**AGREEMENT
BY AND BETWEEN
THE CITY OF LEMON GROVE
AND
DUDEK**

THIS AGREEMENT is entered into this [DAY] of [MONTH] 2019, by and between the CITY OF LEMON GROVE, a municipal corporation (the "CITY"), and DUDEK an Environmental Impact Assessment and Project Management services provider (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY desires to employ a CONTRACTOR to provide On-Call CEQA Consulting Services.

WHEREAS, the CITY has determined that the CONTRACTOR is a Environmental Impact Assessment and Project Management services provider and is qualified by experience and ability to perform the services as an on-call basis desired by the CITY, and the CONTRACTOR is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONTRACTOR.** The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services hereinafter set forth in accordance with all terms and conditions contained herein.

The CONTRACTOR represents that all services required hereunder will be performed directly by the CONTRACTOR or under direct supervision of the CONTRACTOR.

2. **SCOPE OF SERVICES.** The CONTRACTOR will perform services as set forth in the attached Exhibit "A" and in accordance with the attached Exhibit "B."

The CONTRACTOR shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONTRACTOR shall appear at meetings cited in Exhibit "A" to keep staff and City Council advised of the progress on the project.

The CITY may unilaterally, or upon request from the CONTRACTOR, from time to time reduce or increase the Scope of Services to be performed by the CONTRACTOR under this Agreement. Upon doing so, the CITY and the CONTRACTOR agree to meet in good faith and confer for the purpose of negotiating a

corresponding reduction or increase in the compensation associated with said change in services, not to exceed the total amount of thirty thousand dollars (\$30,000).

3. **PROJECT COORDINATION AND SUPERVISION.**

The City Manager, Lydia Romero, hereby is designated as the Project Manager for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR.

4. **COMPENSATION AND PAYMENT.** The compensation for the CONTRACTOR shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed two thousand five hundred (\$2,500) (the Base amount) without prior written authorization from the City Manager. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A" as determined by the CITY.

The CONTRACTOR shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY and for furnishing of copies to the CITY, if requested.

5. **LENGTH OF AGREEMENT.** This Agreement will end March, 01, 2022, with the option to extend for an additional twelve (12) months until March 01, 2023.

6. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR for this Project, whether paper or electronic, shall become the property of the CITY for use with respect to this Project, and shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONTRACTOR hereby assigns to the CITY and CONTRACTOR thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this agreement, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONTRACTOR shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONTRACTOR agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium or method utilize the

CONTRACTOR's written work product for the CITY's purposes, and the CONTRACTOR expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings or specifications prepared by the CONTRACTOR shall relieve the CONTRACTOR from liability under Section 14 but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of this project, unless otherwise mutually agreed.

7. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint venturers with one another. Neither the CONTRACTOR nor the CONTRACTOR'S employees are employees of the CITY and are not entitled to any of the rights, benefits, or privileges of the CITY's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONTRACTOR and the CONTRACTOR's employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONTRACTOR and its employees. Neither this Agreement nor any interest herein may be assigned by the CONTRACTOR without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONTRACTOR from employing or hiring as many employees, or subcontractors, as the CONTRACTOR may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONTRACTOR with its subcontractor(s) shall require the subcontractor to adhere to the applicable terms of this Agreement.

8. **CONTROL.** Neither the CITY nor its officers, agents or employees shall have any control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees except as herein set forth, and the CONTRACTOR expressly agrees not to represent that the CONTRACTOR or the CONTRACTOR's agents, servants, or employees are in any manner agents, servants or employees of the CITY, it being understood that the CONTRACTOR, its agents, servants, and employees are as to the CITY wholly independent contractors and that the CONTRACTOR's obligations to the CITY are solely such as are prescribed by this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAW.** The CONTRACTOR, in the performance of the services to be provided herein, shall comply with all applicable State and Federal statutes and regulations, and all applicable ordinances, rules and regulations of the CITY OF LEMON GROVE, whether now in force or subsequently enacted. The CONTRACTOR, and each of its subcontractors, shall obtain and maintain a current CITY OF LEMON GROVE business license prior to and during performance of any work pursuant to this Agreement.

10. **LICENSES, PERMITS, ETC.** The CONTRACTOR represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONTRACTOR represents and covenants that the CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONTRACTOR to practice its profession.

11. **STANDARD OF CARE.**

A. The CONTRACTOR, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONTRACTOR'S trade or profession currently practicing under similar conditions and in similar locations. The CONTRACTOR shall take all special precautions necessary to protect the CONTRACTOR's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this agreement, the CONTRACTOR warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONTRACTOR's professional performance or the furnishing of materials or services relating thereto.

C. The CONTRACTOR is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONTRACTOR has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONTRACTOR has notified the CITY otherwise, the CONTRACTOR warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONTRACTOR to use due diligence under this sub-paragraph will render the CONTRACTOR liable to the CITY for any increased costs that result from the CITY's later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

12. **NON-DISCRIMINATION PROVISIONS.** The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONTRACTOR will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

13. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONTRACTOR certain confidential information to enable the CONTRACTOR to effectively perform the services to be provided herein. The CONTRACTOR shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONTRACTOR shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 13, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONTRACTOR, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONTRACTOR without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONTRACTOR by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONTRACTOR shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONTRACTOR shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONTRACTOR shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

14. **INDEMNIFICATION AND HOLD HARMLESS.** The CONTRACTOR agrees to defend, indemnify, and hold harmless the CITY OF LEMON GROVE, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONTRACTOR's negligent performance of this Agreement.

15. **WORKERS' COMPENSATION.** The CONTRACTOR shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar state or Federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, and employees from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONTRACTOR under this Agreement.

16. **INSURANCE.** The CONTRACTOR, at its sole cost and expense, shall purchase and maintain, and shall require its subcontractors, when applicable, to

purchase and maintain throughout the term of this agreement, the following insurance policies:

A. If checked, Professional Liability Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. Automobile insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include non-owned vehicles.

C. Comprehensive general liability insurance, with minimum limits of \$1,000,000 combined single limit per occurrence, covering all bodily injury and property damage arising out of its operation under this Agreement.

D. Workers' compensation insurance covering all of CONTRACTOR's employees.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY of cancellation or material change.

F. Said policies, except for the professional liability and worker's compensation policies, shall name the CITY and its officers, agents and employees as additional insureds.

G. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONTRACTOR shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement.

H. Any aggregate insurance limits must apply solely to this Agreement.

I. Insurance shall be written with only California admitted companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the CITY.

J. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY. If the CONTRACTOR does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

17. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or

suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

18. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation shall be settled by arbitration in San Diego, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

19. **TERMINATION.** A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONTRACTOR. During said 60-day period the CONTRACTOR shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONTRACTOR in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONTRACTOR as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONTRACTOR's breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 6.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONTRACTOR; (2) a reorganization of the CONTRACTOR for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONTRACTOR.

20. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To the CITY: LYDIA ROMERO, CITY MANAGER
CITY OF LEMON GROVE
3232 Main Street
Lemon Grove, CA 91945-1701

To the CONTRACTOR: DUDEK
605 Third Street
Encintas, CA 92024

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

21. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONTRACTOR shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY OF LEMON GROVE. The CONTRACTOR also agrees not to specify any product, treatment, process or material for the project in which the CONTRACTOR has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONTRACTOR shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONTRACTOR has a financial interest as defined in Government Code Section 87103. The CONTRACTOR represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

If checked, the CONTRACTOR shall comply with all of the reporting requirements of the Political Reform Act and the City of Lemon Grove Conflict of Interest Code. Specifically, the CONTRACTOR shall file a Statement of Economic Interests with the City Clerk of the CITY OF LEMON GROVE in a timely manner on forms which the CONTRACTOR shall obtain from the City Clerk.

The CONTRACTOR shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Paragraph 21 by the CONTRACTOR.

22. MISCELLANEOUS PROVISIONS.

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

J. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

K. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the

drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

L. *Subcontractors.* CONTRACTOR shall not award work to any subcontractor(s) not listed in Exhibit "B" without prior written approval from the CITY. The CONTRACTOR shall be fully responsible to the CITY for the performance of its subcontractors, and of person either directly or indirectly employed by them.

M. *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 have executed this Agreement on the date and year first above written.

CITY OF LEMON GROVE

DUDEK

By: _____
Lydia Romero
City Manager

By: _____
Asha Bleier
Project Manager

By: _____
Joseph Monaco
President

APPROVED AS TO FORM:

By: _____
Kristen Steinke
City Attorney

EXHIBIT “A”
Scope of Services
for On-Call CEQA Consulting Services

I. INTRODUCTION

The City of Lemon Grove (“the City”) requires the services on-call CEQA (California Environmental Quality Act) consulting firms (“Consultants”) to assist in the preparation of environmental documents for future land use and development projects as necessary, in compliance with CEQA. The City has established an On-Call CEQA Consulting Services List (“the List”) for this purpose.

II. SCOPE OF SERVICES

It is expected that the majority of services conducted by the Consultants on the List will pertain to the City’s implementation of CEQA for current planning projects on an as-needed basis, including, but not limited to, the following:

- 1) Conduct preliminary review of projects for CEQA purposes, including making determinations of categorical exemptions.
- 2) Prepare CEQA documents for the City, including, but not limited to:
 - a) Initial Studies;
 - b) Negative Declarations;
 - c) Mitigated Negative Declarations;
 - d) Environmental Impact Reports (EIRs) and Addendums to EIRs;
 - e) Mitigation Monitoring and Reporting Programs;
 - f) Technical Studies (may include but are not limited to noise, biological, air quality, GHG, traffic/transportation, water quality/supply, and stormwater/wastewater control/management studies, and cultural and historical evaluations);
 - g) Notices of Intent/Preparation/Determination/Exemption.
- 3) Incorporate any public or agency comments regarding the potential impacts on the natural and built environments, and analyze ways in which any significant effects/impacts of the project might be avoided or mitigated, as required by CEQA.
- 4) Prepare/conduct required consultations (e.g., the Native American Heritage Commission).
- 5) Advise and assist City Staff with questions related to the projects assigned.

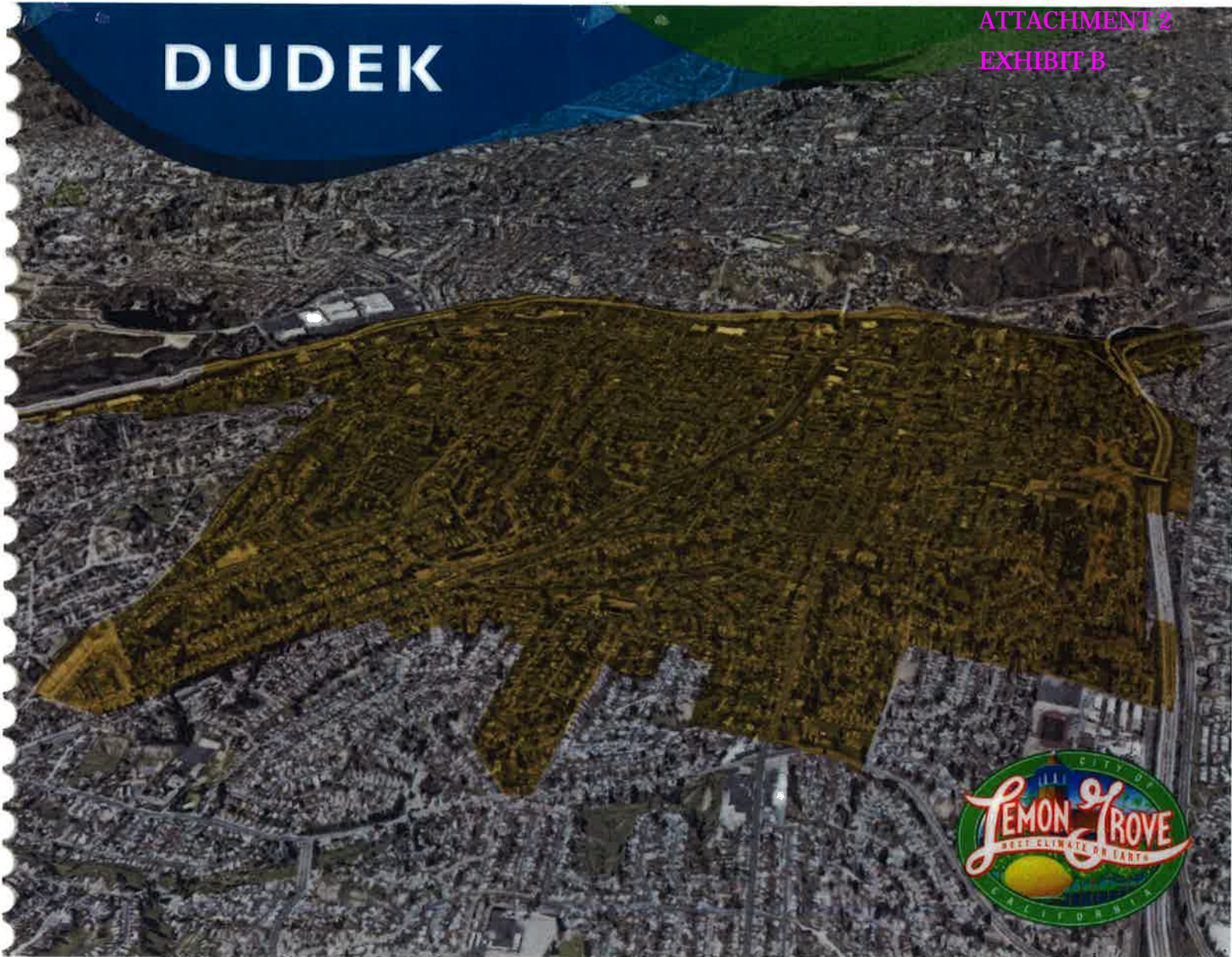
- 6) Attend meetings with City Staff and applicants, scoping meetings, and public hearings; opportunities for teleconferencing will be provided when possible.
- 7) May be requested to provide filing services with the San Diego County Clerk and/or the State Clearinghouse.
- 8) May be requested to provide services in accordance with implementation of National Environmental Policy Act (NEPA).

III. USE OF THE ON-CALL CONSULTING SERVICES LIST

- 1) The City reserves the right to utilize the List depending on its specific needs. For small projects and/or when/if the City has general questions or needs assistance conducting preliminary review of projects for CEQA purposes, including making determinations of categorical exemptions, the services of one or more Consultants may be called upon on a regular/recurring basis.
- 2) When services for larger and/or more complicated projects are required, the City may utilize the list on a rotating basis or may send a request for services to more than one Consultant on the list and select from the responses received.
- 3) At such time when a Consultant's services are required, the City may forward a request for services, including a project description, any pertinent supporting information and technical studies, and copies of the proposed application (if available). The Consultant may be requested to provide additional services such as the preparation of supporting technical reports and studies for the project application or a peer review of applicant-submitted materials. The Consultant will evaluate the proposal and in turn provide a scope of work and cost estimate for services.
- 4) Upon issuance of a notice to proceed, the City will provide the selected Consultant with the documentation necessary to complete the work. Supporting documents such as site plans, traffic studies, or other technical reports may be provided to the Consultant in either print or electronic form. The Consultant will work with the City and project applicants to gather the necessary information to ensure the final product adequately analyzes project impacts.

DUDEK

ATTACHMENT 2
EXHIBIT B



CEQA On-Call Consulting Services

PREPARED FOR
City of Lemon Grove

December 13, 2018

Cover Letter

December 13, 2018

Patricia Bluman, Planning and Zoning Division
City of Lemon Grove
3232 Main Street
Lemon Grove, California 91945

Subject: CEQA On-Call Consulting Services

Dear Ms. Bluman,

Providing the City of Lemon Grove (City) with successful environmental consulting services requires an understanding of local regulatory compliance and resource issues—an understanding used thoughtfully and precisely to balance concurrent environmental analyses and project reviews. As an on-call consultant, we bring this level of understanding and offer the City the following strengths:

Understanding of the Scope of Work. Using our deep bench of in-house environmental professionals and technical experts, and based on our years of experience working with other agencies through on-call environmental consulting contracts, we have a keen understanding of the potential tasks, deliverables, and expectations that are associated with on-call contracts.

On-Call Experts with Local Experience. We specialize in providing on-call environmental and planning services to California municipalities. Locally, we hold on-call contracts with the cities of La Mesa, San Diego, Port of San Diego, and the County of San Diego (County). We will work seamlessly with City staff to process all sizes and types of projects. We highly value our on-call contracts and the relationships we build through this work. We look forward to the opportunity to work as an extension of staff for the City.

Local, Responsive Project Management. Locally based Dudek project managers have prepared numerous California Environmental Quality Act (CEQA) documents for both municipal and private projects in the County. Asha Bleier, AICP, LEED AP BD+C, will serve as project manager and the City's main point of contact. She will provide highly responsive, efficient, high quality environmental services to the City. As a San Diego native and long-standing board member of the American Planning Association, Ms. Bleier is well versed and active in the local planning environment. She has a keen understanding of the regulatory environment, and is able to mobilize Dudek's range of resources at a moment's notice. She is well versed in all areas of CEQA and will be supported by Carey Fernandes, who will serve as principal in charge. Ms. Fernandes has 22 years' experience preparing environmental documentation for land use planning and infrastructure projects for public and private clients. Ms. Fernandes has prepared specific plans, ordinances, and CEQA documentation for cities and public clients throughout Southern California, including the City and nearby La Mesa. Their experience and local knowledge will lead to the preparation of environmental and planning documents that meet City standards and expectations.

Recognized CEQA Experts. Dudek has successfully completed more than 2,800 CEQA, National Environmental Policy Act (NEPA), and state and federal environmental regulation documents for projects throughout California. We will leverage our in-house technical experts to produce the required technical reports to save the City time and money.

Diverse Technical Specialties. As a medium-sized firm, Dudek is small enough for project managers to make nimble decisions, quickly draw from our pool of technical resources, and stay engaged with you from start to finish. We are also large enough that our diverse staff can tackle a spectrum of environmental and planning challenges. Team leaders can quickly mobilize the right technical experts for a project. A deep bench of professionals is available for this contract, and our analysts conduct research and other tasks supervised by senior staff, providing a cost-effective approach while maintaining high quality products.

We look forward to continuing our successful working relationship with the City. If you have any questions, please contact me at 760.479.4858 or ableier@dudek.com.

Sincerely,



Asha Bleier
Project Manager



Joseph Monaco
President

Joseph Monaco is authorized to sign on behalf of Dudek.

Table of Contents

SECTIONS

Cover Letter.....	i
Table of Contents	iii
Key Personnel.....	1
Methodology	9
Experience.....	15
Fee Schedule	19
Agreement Review	21
Insurance Requirements	23

TABLES

1	Location of Dudek Offices.....	2
2	Dudek Key Personnel Qualifications.....	5
3	Southern California Environmental and Technical Services Contracts.....	15
4	Grant Funding Awards.....	16
5	Client References	17
6	Insurance Coverage.....	23

FIGURES

1	Proposed Team Organization	3
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Key Personnel

Dudek Overview

Dudek assists municipalities on a broad range of projects that improve California's communities, infrastructure, and the natural environment. From planning, design, and permitting through construction, we move projects through the complexities of regulatory compliance, budgetary and schedule constraints, and conflicting stakeholder interests. We have a long history of providing environmental services to municipalities in the County, and know the local environmental resources and agency policies pertaining to resource management, development impact assessment, and mitigation.

With more than 170 successful on-call Southern California municipal contracts, Dudek has built a reputation for providing exemplary supplementary environmental, planning, regulatory, engineering, construction management, operations, and funding expertise, offering municipalities a cost-effective way to accomplish short- and long-term goals. Dudek's project managers are empowered to make nimble decisions and quickly draw from our pool of technical experts, including:

- CEQA/NEPA specialists
- American Institute of Certified Planners (AICP) certified land use planners
- California Department of Fish and Wildlife- and U.S. Fish and Wildlife-certified biologists
- Registered professional archaeologists
- Registered landscape architects
- Certified arborists and foresters
- Noise and air quality specialists
- Certified geographic information system (GIS) professionals
- Certified hydrogeologists
- Licensed geologists
- Licensed professional engineers
- Licensed contractors

We will expand the City's ability to tackle more projects with our skilled staff, and will expedite complex project processing by leveraging our long-standing relationships with regulatory agencies. We will integrate into your team in the most seamless and productive way possible, mobilizing specialized technical professionals quickly to meet City project needs.

Current Work with the City

Dudek was awarded the contract for environmental consulting services to support the City's General Plan Update. While this work has not yet kicked off, Dudek has worked with the City over the past year to successfully obtain San Diego Association of Governments (SANDAG) grant funding to aid preparation of the General Plan Update Program Environmental Impact Report (EIR). The Dudek team supported City staff from start to finish in preparation of the application materials for the TransNet Smart Growth Incentive Program. The Dudek team held weekly calls with City staff to strategize and define key discriminators to win the grant, assembled the application package, provided interview materials and support, and attended the SANDAG interview with City staff to facilitate the win.

Dudek at a Glance

- *Multidisciplinary environmental and engineering services*
- *Ten California offices*
- *38 years in business; employee-owned*
- *400+ employees*
- *Top 140 U.S. Environmental Firms (Engineering News-Record)*
- *Dun & Bradstreet 92% rating for reliability, timeliness, and responsiveness*
- *More than 170 on-call contracts throughout California*

Dudek Locations

Dudek maintains 10 offices throughout California, as shown in **Table 1**. This project will be managed from Dudek’s main office, located in Encinitas, enabling us to respond quickly to requests and effectively manage project schedules. Dudek’s Encinitas office is approximately a 30-minute drive from the City.

Table 1. Location of Dudek Offices

San Diego – Main Office 605 Third Street Encinitas, California 92024	Central Coast 621 Chapala Street Santa Barbara, California 93101	Coachella Valley 78-075 Main Street, Suite G-203 La Quinta, California 92253
Inland Empire 3544 University Avenue Riverside, California 92501	Los Angeles 38 North Marengo Avenue Pasadena, California 91101	Orange County 27372 Calle Arroyo San Juan Capistrano, California 92675
Sacramento 1102 R Street Sacramento, California 95811	Santa Cruz 725 Front Street, Suite 400 Santa Cruz, California 95060	Sierra Foothills 853 Lincoln Way, Suite 208 Auburn, California 95603
Bay Area 1630 San Pablo Avenue Oakland, California 94612	Hawai'i 970 North Kalaheo Avenue Kailua, O'ahu Hawai'i 96734	Pacific Northwest 1 SW Columbia Street, Suite 1500 1500 Portland, Oregon 97258

Staffing

The Dudek team specifically chosen for this contract has the availability and capacity to provide services on upcoming City projects. We have included a wide range of team members with different specialties to accommodate the specifics of any impending project.

The Dudek team presented in this proposal is fully committed and available for this contract. With current workloads ranging from 50% to 80%, our selected team will promptly proceed with any new City task order. Team members can commit substantial effort (up to 100%) to the task when it is necessary for the success of a project.

Dudek personnel will be committed to the proposed project and no substitution of team members will be made without prior approval from the City.

Project Team

Organization

Figure 1 depicts the proposed team organization.

Figure 1. Proposed Team Organization



Project Management

Summary biographies for Ms. Fernandes and Ms. Bleier, who will manage the team, are included following. Brief qualifications for each key staff member follow in **Table 2**.

Principal in Charge

Carey Fernandes

Carey Fernandes is a senior project manager with 22 years' planning-related experience specializing in the planning, environmental, and development industries. Ms. Fernandes' diverse background of education and experience includes permit processing with local jurisdictions, coordination with public agency staff, preparation of CEQA and NEPA documents, project management, due diligence, and feasibility analysis. As a senior project manager, she has worked on a number of planning documents, such as specific plans, comprehensive plans, and general plan updates. In addition, Ms. Fernandes has served as on-call planning staff for several public agencies. She has also served as project manager and primary author of many environmental review documents throughout San Diego and Imperial counties. Ms. Fernandes also works with several Native American tribes in the western United States in the preparation of tribal environmental documents. Through this experience, she has developed a broad understanding of policy, planning, and environmental issues.

Education

San Diego State University
MA, Public Administration, 1998
University of California (UC),
Santa Barbara
BA, English, 1993

Certification

AICP No. 016067

Professional Affiliations

American Planning Association
(APA), Board of Directors, 2005–
Present
Association of Environmental
Professionals
Lambda Alpha International

Project Manager

Asha Bleier

Asha Bleier is a senior project manager with 14 years' experience in land use and environmental planning. Ms. Bleier's diverse experience includes navigating complicated zoning codes, permitting processes, and entitlements in various jurisdictions throughout Southern California. She specializes in the preparation and analysis of long-range planning documents, such as general plan and community plan updates, specific plans, master plans and design guidelines. Ms. Bleier is well versed in CEQA and NEPA, including facilitating community outreach workshops and events to effectively address participants' concerns. She manages a wide variety of projects that involve large, multidisciplinary teams consisting of several teaming partners. Ms. Bleier's project experience includes master-planned residential communities, mixed-use, commercial, active recreation, utility-scale solar farms, school campuses, and public service facilities. She is the professional development officer for the San Diego section of the APA and is also a member of San Diego's Complete Street Task Force, as well as co-author of the white paper, "From Policy to Pavement: Implementing Complete Streets in the San Diego Region," published in Spring 2012. The white paper equips local governments with a roadmap to successfully implement complete streets and, in turn, achieve an interconnected multimodal network throughout the region. Ms. Bleier's expertise also led her to serve as a panelist on Move San Diego's Move Alliance, which endorses early-stage development projects in the San Diego region that demonstrate a commitment to transit-oriented development and smart growth principles.

Education

UC Santa Barbara
BA, Environmental Studies
(Geography/Urban Planning
emphasis), 2005

Certifications

AICP
AIA Associate, No. 30528635
Leadership in Energy and
Environmental Design Accredited
Professional Building Design and
Construction (LEED AP BD+C)
Professional Affiliations
APA
American Institute of Architects
U.S. Green Building Council
Women in Architecture

Table 2. Dudek Key Personnel Qualifications

Name and Role	Education and Licenses	Qualifications
<p>Carey Fernandes, AICP Principal in Charge</p>	<p>San Diego State University MA, Public Administration, UC Santa Barbara BA, English AICP, No. 016067</p>	<p>Senior project manager with 22 years' experience specializing in the planning, environmental, and development industries. Her diverse background includes permit processing with local jurisdictions, coordination with public agency staff, preparation of CEQA and NEPA documents, project management, due diligence, and feasibility analysis. She has worked on a number of planning documents, such as specific plans, comprehensive plans, and general plan updates and has served as on-call planning staff for several public agencies.</p>
<p>Asha Bleier, AICP, LEED AP BD+C Program Manager</p>	<p>UC Santa Barbara BA, Environmental Studies (Geography/Urban Planning emphasis) AICP LEED AP BD+C</p>	<p>Senior project manager with 14 years' experience in land use and environmental planning. Her diverse experience includes complicated zoning codes, permitting processes, and entitlements in various jurisdictions, as well as preparation and analysis of long-range planning documents. Facilitates community outreach workshops to address shareholder concerns.</p>
<p>Gaurav Srivastava Urban Design</p>	<p>Massachusetts Institute of Technology MCP, City Planning School of Planning and Architecture, Delhi BArch, Architecture AICP</p>	<p>City planner with 16 years' experience. Mr. Srivastava leads Dudek's city planning practice and has authored plans that range from grassroots neighborhood visions to comprehensive downtown redevelopments.</p>
<p>Rose Kelly, AICP CEQA Analyst</p>	<p>California Polytechnic State University, San Luis Obispo MCRP, City and Regional Planning, Environmental Planning and Sustainability Humboldt State University BS, Environmental Management and Protection/Natural Resources Planning AICP</p>	<p>Planner with 5 years' professional and academic experience specializing in master plans, long-range environmental analysis, and climate change adaptation. Ms. Kelly has worked for a wide variety of clients across California, both authoring and implementing sustainability and resilience policy through the general plan update process, specific plan implementation, and CEQA review.</p>
<p>Andrew Talbert, AICP, LEED AP CEQA Analyst</p>	<p>BA, Environmental Systems Policy AICP, LEED Accredited Professional Building Design and Construction</p>	<p>Environmental analyst/planner with 5 years' experience in environmental analysis and the application of CEQA and NEPA through the preparation of environmental documentation. Mr. Talbert has served as primary author and project manager for numerous projects throughout San Diego County and Southern California.</p>
<p>Shannon Baer CEQA Analyst</p>	<p>Sonoma State University BA, Environmental Studies and Planning/Urban and Regional Planning</p>	<p>Planning assistant with 3 years' experience in environmental planning including CEQA document preparation, preparing planning documents, and environmental permitting.</p>

Table 2. Dudek Key Personnel Qualifications

Name and Role	Education and Licenses	Qualifications
<p>Micah Hale, PhD, RPA Cultural Resources</p>	<p>University of California, Davis PhD, Anthropology California State University, Sacramento MA, Anthropology University of California, Davis BS, Anthropology Certifications Register of Professional Archaeologists (RPA)</p>	<p>Cultural resources lead principal investigator, with technical expertise as a lithic and groundstone analyst, invertebrate analyst, and in ground penetrating radar. Over the course of his 19-year career, Dr. Hale has served as a principal investigator in the public and private sector for all levels of archaeological investigation, as a public outreach coordinator and as an assistant professor at the University of California, Davis.</p>
<p>Samantha Murray, MA Historical Resources/Built Environment</p>	<p>California State University, Los Angeles MA, Forensic Anthropology California State University, Northridge BA, Anthropology</p>	<p>Archaeologist and architectural historian with 13 years' experience in all elements of cultural resources management, including project management; Phase I, II, and III field investigations, architectural history studies, building evaluations, archival and records research using the California Historical Resources Information System, Native American consultation, local historic group consultation, archaeological and osteological laboratory analysis, and artifact cataloging and curation.</p>
<p>Adam Giacinto, RPA Ethnographer</p>	<p>San Diego State University MA, Anthropology Santa Rosa Junior College AA, Anthropology Sonoma State University BA, Anthropology/Linguistics</p>	<p>Archaeologist with more than 10 years' experience preparing cultural resource reports, site records, and managing archaeological survey, evaluation, and data recovery-level investigations.</p>
<p>Scott Gressard Biological Resources</p>	<p>University of California, San Diego MS, Biology BS, Ecology, Behavior and Evolution</p>	<p>Biologist and ecologist with over 5 years' experience, specializing in identification of California native and invasive species, nesting bird surveys, permit acquisition, permit compliance, and project management.</p>
<p>Michael Huff Urban Forestry and Fire Hazards</p>	<p>Northern Arizona University BS, Forest Management, 1992 Registered Consulting Arborist (RCA) Certified Arborist, No. WE- 4276A San Diego County Department of Planning and Land Use (DPLU)-Approved Fire Protection Planner Laguna Beach Fire Department-Approved Fire Protection Planner Certified Wildland Fire Ecologist</p>	<p>Senior project manager within Dudek's Urban Forestry/Fire Protection Planning team with 26 years' experience in management of community-wide and project-specific fire protection plans (FPPs), wildland-urban interface (WUI) fire management plans, wildfire hazard reduction projects, CEQA supporting technical documents, Oak Woodland impact and mitigation plans, urban and community forest management plans, forest and tree inventories, impact analysis studies, and tree hazard evaluations.</p>

Table 2. Dudek Key Personnel Qualifications

Name and Role	Education and Licenses	Qualifications
Glenna McMahon, PE, PG, CEM Hazardous Materials	University of Vermont BS, Civil and Environmental Engineering Professional Engineer (PE), CA No. 79742 Certified Environmental Manager (CEM), NV No. 1974 OSHA 40-Hour HAZWOPER OSHA Site Supervisor	Environmental engineer with 21 years' experience. Performs numerous tasks dealing with hazardous waste investigation and remediation projects.
Trey Driscoll, PG, CHG, QSD/QSP Hydrology/Geology	Hobart and William Smith Colleges BS, Geoscience and Environmental Studies Professional Geologist (PG), CA No. 8511 Certified Hydrogeologist (CHG), CA No. 936 Qualified SWPPP Developer/Practitioner (QSD/QSP), No. 20167	Principal hydrogeologist with 17 years' experience overseeing and managing projects in the environmental field. Mr. Driscoll specializes in water resource studies, watershed evaluations, environmental investigations, water well locating and drilling, and well design.
Samantha Wang Air Quality/GHG	University of California, San Diego BS, Chemical Engineering Visual Emissions Evaluation- Certified, California Air Resources Board 24-Hour New Miner Training Certificate, Mine Safety and Health Administration	Air quality specialist with 8 years' experience in air quality, GHG, and energy impact analysis of projects subject to compliance with CEQA and NEPA, including preparation of air quality and GHG emission calculations, air dispersion impact modeling, HRAs, and environmental compliance and air quality permitting.
Mike Greene, INCE Bd. Cert. Noise	UC San Diego BS, Applied Mechanics Board Certified, Institute of Noise Control Engineering (INCE Bd. Cert.)	Environmental specialist/acoustician with 28 years' experience in acoustical analysis and noise control engineering. Has conducted and participated in noise and vibration analyses for hundreds of transportation, commercial, industrial, and residential developments throughout Southern California.
Dennis Pascua, Traffic and Circulation	UC Irvine BA, Social Ecology (Environmental Analysis and Design)	Senior transportation planner with 25 years' experience in transportation planning/engineering in Southern California. Mr. Pascua has successfully managed a variety of projects for local agencies and private developers, including traffic and circulation impact analyses and parking demand studies in both highly urbanized and rural areas. He is highly experienced with CEQA/NEPA and transportation topics and policies surrounding active transportation, context-sensitive solutions, and complete streets throughout California.

Table 2. Dudek Key Personnel Qualifications

Name and Role	Education and Licenses	Qualifications
Jane Gray Grant Writing	Universität Dortmund, Germany MS, Regional Planning and Management State University of New York, Buffalo BS, Social Work	Regional planner, environmental specialist, and project manager with 23 years' project management and environmental planning experience, specializing in water/wastewater planning and permitting, agricultural resource and policy planning, policy analysis, land use planning, project development and entitlement services, and grant writing and management.
Zoë Carlson Grant Writing	UC Santa Barbara MA, Environmental Science and Management California State University, Monterey Bay BS, Earth Systems Science and Policy (Watershed Science Concentration)	Environmental specialist/planner with 12 years' experience specializing in watershed management, science, strategic planning, facilitation and grant management.
Raoul Rañoa Graphic Design	California Polytechnic State University, Pomona BA, Communications	Senior graphic designer with 21 years' experience in print and Web graphics production, including prepress, vector and 3D illustration, social media and environmental asset creation, video, and motion graphics using software such as Adobe Creative Suite, Strata 3D, Pro Tools, Cinema 4D, QGIS, Google Earth. He excels in breaking down complex data and processes into simple, easy-to-understand visual presentations.

Methodology

CEQA Review

Dudek has prepared more than 2,800 environmental documents in compliance with CEQA and NEPA for large and small projects throughout California, in addition to managing the environmental review process for many local agencies on a contractual basis. Completed documents include EIRs, mitigated negative declarations (MNDs), negative declarations (NDs), initial studies (ISs), and categorical or statutory exemptions, per CEQA; and environmental impact statements, environmental assessments, categorical exclusions, and findings of no significant impact, per NEPA.

Our team of scientists, planners, landscape architects, economists, and engineers have reviewed hundreds of technical reports to certify the analyses in CEQA/NEPA documents are technically accurate and legally sound. Dudek prepares complete and legally defensible environmental review documents supported by substantial evidence; we have never had a CEQA/NEPA document successfully challenged in court.

The Dudek team has participated in all aspects of the environmental review process, including preparing and managing the notice of preparation (NOP) scoping process; conducting third-party review of technical studies/plans; conducting site investigations; preparing all environmental document drafts and associated technical studies; cataloging and managing the response-to-comments process; handling/facilitating all aspects of public participation; preparing and processing all components of the final CEQA or NEPA document; presenting and testifying at planning commission and city council public hearings; filing all applicable notices with the appropriate authorities; and complying with agency regulations.

Services Overview

- *Multidisciplinary environmental and engineering services*
- *Notices of Preparation*
- *Notices of Intent*
- *Technical Studies and Data Collection*
- *Environmental Assessments/Initial Studies*
- *Mitigated Negative Declarations*
- *EIRs/Environmental Impact Statements*
- *Mitigation Monitoring Programs*
- *Regulatory Agency Coordination*
- *Public Outreach Coordination*
- *Public Hearing Participation*

Environmental Technical Studies

Dudek understands that technical studies may include noise, biological, air quality, greenhouse gases, traffic/transportation, water quality/supply, stormwater/wastewater control/management, studies, and cultural and historical evaluations. We have assembled a full team that can assist you in any individual needs or comprehensive analysis as part of an overall environmental document.

Noise

Dudek's acousticians evaluate potential noise impacts associated with project construction and operation. Our acousticians are experienced at providing site-specific noise assessments, which can offer wall heights, setback distances, and other measurements. We can also provide planning-level noise studies or noise elements, setting forth policies and protocols for noise considerations. Project- and location-appropriate noise prediction models help assess impacts and, more importantly, mitigation measures needed to address noise.

Biological Resources

The Dudek team has the professional staff and capabilities to provide a full range of biological services. Our biologists are qualified to support the City by conducting general and focused biological surveys; preparing constraints analyses, preconstruction clearance surveys, and biological monitoring; as well as drafting biological assessments in support of CEQA/NEPA documents, including impact analyses, impact significance assessments, and appropriate compensatory mitigation measures.

Dudek's team of more than 70 biologists have significant scientific training and project experience in the fields of botany, mammalogy, herpetology, entomology, ornithology, environmental biology, riparian and wetland ecology, spatial analysis, urban forestry, regulatory permitting, watershed management, and habitat conservation planning. Dudek's in-house biologists have state and federal permits that allow for surveying, banding, and trapping of federally and state-listed threatened or endangered species. Dudek staff are trained on the specific requirements of the Development Services Department and the City of San Diego's Biology Guidelines, including application of the Subarea Plan, Land Development Ordinance, Environmentally Sensitive Lands regulations, and Land Use Adjacency Guidelines.

Air Quality and Greenhouse Gas Emissions

Dudek's in-house air quality specialists utilize standardized approaches and methodologies as recommended by the San Diego Air Pollution Control District (and others) and use the California Emissions Estimator Model (CalEEMod), as well as EMFAC2014, OFFROAD2007 and California Air Resources Board-approved category-specific methods, to address a project's air quality impacts.

Dudek also performs health risk assessments and associated dispersion modeling for projects that may expose sensitive receptors to toxic air contaminants using the American Meteorological Society/Environmental Protection Agency Regulatory Model (AERMOD) in conjunction with the Hotspots Analysis and Reporting Program Version 2 (HARP 2). Short-term construction impacts and operational air quality impacts are routinely analyzed for projects. In addition, Dudek has extensive experience evaluating, analyzing, and providing mitigation strategies related to greenhouse gas emissions for both development and infrastructure projects.

Transportation Planning and Traffic

Dudek provides technical transportation planning, traffic impact assessment, and CEQA expertise, quantifying the effects of a project using the appropriate metrics and methods for project-specific concerns. Our transportation and traffic consulting services include impact analysis and studies, access and circulation analysis for land uses, due diligence and project trip generation quantification, vehicle miles traveled calculations and reductions, Senate Bill 743 compliance, transportation demand management plans and implementation, complete streets and active transportation planning, and parking studies. These services can be provided for current or proposed projects throughout the City with standalone technical studies or as part of appropriate CEQA document (IS/MND, EIR, or Addenda to an EIR).

Hydrogeology and Water Quality

The Dudek team has significant experience performing hydrologic, hydraulic, water quality, and sediment transport analysis in support of a broad range of permitting efforts, including Clean Water Act (401/402/404) permits and California Department of Fish and Wildlife (1600) permits, as well as EIR and CEQA/NEPA-related documents. This experience includes numerical modeling, design, and emergency services.

Dudek's surface water permitting staff includes hydrologists and numerical modelers. Additionally, this staff includes Qualified Stormwater Pollution Prevention Plan (SWPPP) Developers and Qualified SWPPP Practitioners, registered engineers, and registered geologists. Dudek has extensive experience with SWPPPs and water quality management plans, including Section 2B8 (Emergency Construction Activities) of the California General Permit 2010-0014-DWQ.

Hazardous Materials

Dudek environmental engineers, hydrogeologists, and scientists have conducted numerous site investigations, including facilities contaminated with metals, chlorinated solvents, perchlorate, fuel hydrocarbons, and pesticides. From collecting samples to interfacing with regulators, we are involved in all aspects of site investigation and remediation. We are experts in groundwater modeling, as well as designing remediation well fields. We have extensive experience in groundwater pump-and-treat systems using air stripping, ultraviolet light oxidation, granular activated carbon, and resin-ion exchange. We also have experience operating soil vapor extraction systems, overseeing soil removal, and abandoning oil wells.

Cultural and Tribal Cultural Resources

Dudek manages cultural resources analyses and documentation for archaeological resources, historic resources, and Native American values for projects throughout California. The Dudek team includes registered professional archaeologists who supervise projects in accordance with state and federal regulations, including CEQA, NEPA, and Section 106 of the National Historic Preservation Act.

Dudek archaeologists have successfully completed dozens of technical studies, including surveys and subsurface investigations for city and county public works departments, road improvements for the California Department of Transportation, and wastewater treatment and sewer line extension projects for special districts. We have also managed coordination with responsible state agencies, including the State Water Resources Control Board.

Dudek archaeologists commonly consult with Native American tribal representatives in keeping with the 1992 amendments to the National Historic Preservation Act by providing summaries of the proposed project description and results of preliminary studies that help to identify any areas of potential cultural resource sensitivity, facilitating communication and understanding of the proposed project.

Dudek routinely prepares Section 106 deliverables, including archaeological survey reports, historic resources evaluation reports (for built environmental resources), historic property survey reports, and findings of effect. Dudek also offers historic evaluations.

Grant Writing Experience

Dudek has completed grant writing assignments for various clients throughout Southern, central, and Northern California, including municipalities, agencies, and water districts. Dudek's grant writing team is skilled in obtaining funding for a variety of projects and agency types, including large-scale projects, regional programs, and disadvantaged community projects.

Environmental and Technical Reports

Our approach to environmental documentation emphasizes a close working relationship with the City, early scoping and project definition, as well as compliance with appropriate environmental regulations, including CEQA, NEPA, the federal Clean Water Act, the federal Endangered Species Act, California Fish and Game Code, the National History Preservation Act, and other applicable statutes and regulations.

Challenges on CEQA/NEPA compliance projects are expected. The Dudek team has processed environmental documents for decades, and understands that no two projects are the same. Regulatory agency coordination, stakeholder concerns, input from the public, and political agendas are all factors that challenge successful CEQA/NEPA compliance. Additionally, lawsuits, or the threat of lawsuits, can dictate environmental documentation content, processing, and budgets.

Understanding the realities of the world in which we work is the most effective way to overcome hurdles and bring projects in on time and under budget. We communicate with clients to identify issues that may cause challenges down the road.

The following outlines the approach Dudek uses for the preparation of environmental documents. Each step is specific to different projects and will be applied as necessary. Following this general outline for each project also helps identify potential issues or roadblocks early, in order to allow time to discern solutions with City staff.

Project Scoping

- Meet with the client to further define scope/issues;
- Define the project and relationship to CEQA/NEPA;
- Identify roles and responsibilities;
- Identify environmental documentation requirements: exemptions, addenda, IS, ND, MND, and/or EIR;
- Discuss critical scheduling parameters and the budget;
- Obtain analysis input parameters (i.e., project design, site constraints, etc.);
- Determine probable environmental concerns and applicable regulations;
- Develop an analysis approach that best deals with identified concerns; and
- Determine whether additional alternatives need to be addressed.

Environmental Documentation

- Prepare project description and IS;
- Prepare public scoping (NOP and public meeting);
- Obtain available environmental resource data;
- Determine data adequacy;
- Collect supplemental data in compliance with appropriate regulations, if necessary;
- Assemble data to be used in analysis;
- Establish impact significance criteria to be used;
- Analyze impacts;
- Determine requirements for mitigation;
- Identify methods to evaluate mitigation effectiveness;
- Formulate and analyze alternatives; and
- Compile analysis into appropriate CEQA (NEPA, if necessary) format for client's review.

Document Processing

- Prepare and manage administrative record;
- Obtain other responsible agencies' or reviewing agencies' comments and public comments;
- Conduct additional field and/or office studies, as required or identified during the review period, if necessary;
- Prepare responses that adequately address concerns raised; and
- Prepare final CEQA document.

Decision Making

- Prepare Mitigation Monitoring and Reporting Program;
- Prepare appropriate documentation as required (Notice of Determination), findings, and staff reports); and
- Work with staff to conduct presentation for decision makers, if requested.

IS/NOP/Scoping Meeting

Dudek will prepare a legally defensible environmental compliance document to address potential environmental impacts resulting from the implementation of any proposed project. Dudek will prepare an IS for projects determined to be subject to CEQA that are not statutorily or categorically exempt. We will prepare the IS for the project using the Environmental Checklist Form from the CEQA Guidelines. The analysis for each resource will include a description of the environmental setting and will substantiate impact conclusions with factual data and scientific results. Technical reports may be prepared and attached, as appropriate, to address specialized issues. Mitigation measures will be developed for all significant impacts to reduce impacts to less-than-significant levels. Dudek will submit an administrative draft to the City for review and concurrence prior to distribution to agencies and to the public for the formal public review period.

Dudek will participate in public scoping meeting(s) designed to invite public and agency involvement throughout the CEQA scoping process, as deemed necessary. After the scoping meeting(s), Dudek will prepare a report that summarizes the comments received during the scoping meeting. Dudek has extensive experience with scoping meetings, and can help the City organize, as necessary.

Once the IS is drafted and a scoping meeting has been held, Dudek will meet with the City to determine the appropriate CEQA document. Depending on which document is to be prepared, Dudek will produce a NOP for an EIR or a Notice of Intent to adopt an ND or MND for the project.

NDs, MNDs, and EIRs

Following the preparation of an IS, Dudek will prepare an ND or MND, if it can be determined that the project will not result in significant impacts. The ND or MND will be accompanied by an IS that substantiates the significance conclusions. In the event that an IS determines that a project could result in potentially significant impacts, an EIR would be required.

We would begin the preparation of an EIR with the preparation of an IS to accompany the NOP. This process would focus the EIR on potentially significant impacts and avoid unnecessary documentation and analysis. From the initial stages of determining whether an activity is subject to CEQA or whether a project may be exempt, we are available every step of the way to advise on whether to prepare an ND or EIR.

Dudek will prepare a detailed project description for the EIR to present a common understanding of the project. The Dudek team will conduct field surveys of the project site and surrounding area and document the existing environmental setting, which will serve as the baseline for environmental impact analysis. We will work with the City to develop project objectives, which are integral to the development of a reasonable range of alternatives to be considered in the EIR.

The EIR will include a discussion of the existing conditions, environmental impacts, levels of significance of the impacts before mitigation, appropriate mitigation measures for each environmental discipline, as needed, and the level of significance after the application of mitigation. Our technical specialists will prepare a series of technical studies to support the EIR analysis, as appropriate. As required, the documents will include a discussion of direct, indirect, growth-inducing, and cumulative impacts.

DUDEK

The Final MND and EIR process will include preparation of responses to comments (RTCs) and, when requested, Dudek can assist the City in preparing CEQA findings of fact, statements of overriding considerations, and other supporting documents. Dudek has an efficient RTC process and will handle the numbering, tracking and formatting of RTCs in addition to formulating responses. These are some examples of methods Dudek has used to streamline the RTC process:

- Organize comments as they are received in batches by category in the following order: federal, state, local agencies, organizations, tribal, individuals, late letters (note, the categories can vary based on City preference). Then, chronologically identify letters (rather than alphabetically) so the response process can commence early on.
- Once letters are received, Dudek will meet with the City to discuss overarching comment themes and brainstorm approach for responses and timeline, etc. Dudek can prepare master responses, when appropriate, which can help provide consistency and efficiency when responding to recurring issues.
- Prepare tracking sheet including assignments, status, and whether/where an EIR change is required.
- For large RTC efforts, Dudek can provide an online portal that leverages SharePoint technology to co-author responses between multiple authors.

Experience

Table 3 provides a list of on-call environmental service contracts that Dudek has begun or completed within the past 5 years, including significant work with public agencies. **Table 4** presents examples of Dudek’s grant writing services to public agencies and grant funding awarded.

Table 3. Southern California Environmental and Technical Services Contracts

Client	Contract
City of San Diego	As-Needed Environmental Services
City of San Diego	As-Needed Watershed and Resource Protection
County of San Diego	As-Needed Biological and Cultural Resources Survey
County of San Diego	As-Needed Environmental Processing/Review Support Services
City of Chula Vista	As-Needed Environmental Services
City of Vista	As-Needed Environmental Consulting
Port of San Diego	As-Needed Extension of Staff Services
San Diego Association of Governments	As-Needed Environmental Support Services
City of Anaheim	As-Needed Environmental Services
City of Corona	As-Needed Engineering and Environmental
City of Covina	As-Needed Environmental Services
City of Glendora	As-Needed Environmental Services
City of Irvine	As-Needed Professional Consulting Services
City of Laguna Hills	As-Needed Environmental Services
City of Los Angeles	As-Needed CEQA/NEPA Documentation and Environmental Services
City of Mission Viejo	As-Needed Environmental/Engineering
City of Rancho Palos Verdes	On-Call Professional/Technical Services
County of Orange	As-Needed Restoration Services
County of Orange	On-Call Environmental Services, Planning, and Regulatory Permitting
County of Orange	On-Call Regulatory Permitting Services
County of San Bernardino	On-Call Environmental Services for Operations and Maintenance (O&M)
County of San Bernardino	On-Call Biological Services
County of Ventura	Annual Consultant Services
Eastern Municipal Water District	On-Call Environmental
Goleta Water District	On-Call CEQA Processing
Irvine Ranch Water District	On-Call CEQA and NEPA Services
MWD of Southern California	Orange County and San Bernardino O&M EIR's

Table 3. Southern California Environmental and Technical Services Contracts

Client	Contract
Rancho Mission Viejo Company	Habitat Conservation Plan Implementation Development Support
Riverside County Flood Control and Water Conservation District	On-Call Environmental/Regulatory Services
Southern California Edison Company	Contingent Biological Services

Table 4. Grant Funding Awards

Grant	Jurisdiction/Agency	Award
SANDAG Transnet Smart Growth Incentive Program	City of Lemon Grove	\$262,290, amount awarded June 2018
Department of Water Resources (DWR) Statewide Flood Emergency Response Program	San Mateo County	\$678,689, amount requested June 2018
DWR Statewide Flood Emergency Response Program	Alameda County	\$549,000, amount requested June 2018
State Water Resources Control Board Prop 1 Water Recycling Funding Program	Long Beach Water Department	\$75,000, maximum grant award August 2018
California Department of Transportation Adaptation Planning – Climate Vulnerability and Mainstreaming Resilience Planning	San Mateo County	\$649,500, amount requested December 2017
DWR – Disadvantaged Community Involvement Grant – Integrated Regional Water Management Funding	Santa Barbara County	\$865,203, amount requested April 2018

References:

Table 5 lists three San Diego public-agency references.

Table 5. Client References

Client	Contact
City of San Diego	Christine Rothman, AICP, Planner 3750 John J. Montgomery Drive, MS 14 San Diego, California 92123 crothman@sandiego.gov, 619.533.3796 <hr/> Alyssa Muto, Deputy Director of Environment and Mobility Planning 9485 Aero Drive, MS 413 San Diego, California 92123 amuto@sandiego.gov, 619.533.3796
Port of San Diego	Joseph Smith, Program Manager P.O. Box 120488 San Diego, California 92112 jdsmith@portofsandiego.org, 619.686.6235
San Diego Unified School District	Paul Garcia, Facilities Development CEQA Coordinator 4100 Normal Street San Diego, California 92103 pgarcia4@sandi.net, 858.637.6290 (Do not leave voicemail)

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Fee Schedule

Dudek's fee schedule is included in a separately sealed packet, per the RFQ.

Work Estimation and Billing Methodology

As a partner with the City, Dudek will provide a clear scope of work that unambiguously outlines our approach, assumptions, and deliverables. We will work with City staff during the project kickoff to clearly define invoice and backup protocols. Task managers will maintain the billing protocols, with oversight by the contract's project manager to ensure billing is efficient and streamlined. If necessary, our accounting staff is available to coordinate with the City's accounts payable department to facilitate a smooth billing and payment processes.

Typically, for larger tasks such as EIR preparation, we will include in our budget and billings any time that is directly incurred related to managing that particular project. For smaller/quicker efforts, including standalone technical studies and initial studies, a separate project management task is usually not included in our scope of work, given the nominal hours it would take to manage these types of documents. Instead, these management costs are already built into the cost of document preparation. Notwithstanding, for all tasks, regardless of fee and schedule, we will clearly note on our invoices what labor, if any, was charged towards project management.

Should any billing disputes arise, Dudek, including our task managers and accounting staff, will communicate directly with the City in a transparent and timely fashion to work toward a prompt resolution.

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DUDEK
2018 STANDARD SCHEDULE OF CHARGES

ENGINEERING SERVICES

Project Director	\$275.00/hr
Principal Engineer III	\$245.00/hr
Principal Engineer II	\$235.00/hr
Principal Engineer I	\$225.00/hr
Program Manager	\$215.00/hr
Senior Project Manager	\$215.00/hr
Project Manager	\$210.00/hr
Senior Engineer III	\$205.00/hr
Senior Engineer II	\$195.00/hr
Senior Engineer I	\$185.00/hr
Project Engineer IV/Technician IV	\$175.00/hr
Project Engineer III/Technician III	\$165.00/hr
Project Engineer II/Technician II	\$150.00/hr
Project Engineer I/Technician I	\$135.00/hr
Project Coordinator	\$105.00/hr
Engineering Assistant	\$100.00/hr

ENVIRONMENTAL SERVICES

Principal	\$240.00/hr
Senior Project Manager/Specialist II	\$225.00/hr
Senior Project Manager/Specialist I	\$215.00/hr
Environmental Specialist/Planner VI	\$195.00/hr
Environmental Specialist/Planner V	\$175.00/hr
Environmental Specialist/Planner IV	\$165.00/hr
Environmental Specialist/Planner III	\$155.00/hr
Environmental Specialist/Planner II	\$140.00/hr
Environmental Specialist/Planner I	\$125.00/hr
Analyst III	\$115.00/hr
Analyst II	\$105.00/hr
Analyst I	\$95.00/hr
Planning Assistant II	\$85.00/hr
Planning Assistant I	\$75.00/hr

COASTAL PLANNING/POLICY SERVICES

Senior Project Manager/Coastal Planner II	\$220.00/hr
Senior Project Manager/Coastal Planner I	\$210.00/hr
Environmental Specialist/Coastal Planner VI	\$200.00/hr
Environmental Specialist/Coastal Planner V	\$180.00/hr
Environmental Specialist/Coastal Planner IV	\$170.00/hr
Environmental Specialist/Coastal Planner III	\$160.00/hr
Environmental Specialist/Coastal Planner II	\$150.00/hr
Environmental Specialist/Coastal Planner I	\$140.00/hr

CULTURAL AND PALEONTOLOGICAL SERVICES

Senior Project Manager/Archaeologist II	\$215.00/hr
Senior Project Manager/Archaeologist I	\$205.00/hr
Environmental Specialist/Archaeologist V	\$185.00/hr
Environmental Specialist/Archaeologist IV	\$165.00/hr
Environmental Specialist/Archaeologist III	\$145.00/hr
Environmental Specialist/Archaeologist II	\$135.00/hr
Environmental Specialist/Archaeologist I	\$125.00/hr
Environmental Specialist/Architectural Historian II	\$150.00/hr
Environmental Specialist/Architectural Historian I	\$125.00/hr
Environmental Specialist/Paleontologist II	\$165.00/hr
Environmental Specialist/Paleontologist I	\$125.00/hr
Paleontological Technician III	\$85.00/hr
Paleontological Technician II	\$75.00/hr
Paleontological Technician I	\$55.00/hr
Cultural Resources Technician III	\$85.00/hr
Cultural Resources Technician II	\$75.00/hr
Cultural Resources Technician I	\$55.00/hr

CONSTRUCTION MANAGEMENT SERVICES

Principal/Manager	\$195.00/hr
Senior Construction Manager	\$180.00/hr
Senior Project Manager	\$160.00/hr
Construction Manager	\$150.00/hr
Project Manager	\$140.00/hr
Resident Engineer	\$140.00/hr
Construction Engineer	\$135.00/hr
On-site Owner's Representative	\$130.00/hr
Construction Inspector III	\$125.00/hr
Construction Inspector II	\$115.00/hr
Construction Inspector I	\$105.00/hr
Prevailing Wage Inspector	\$135.00/hr

COMPLIANCE SERVICES

Compliance Director	\$205.00/hr
Compliance Manager	\$145.00/hr

COMPLIANCE SERVICES (CONTINUED)

Compliance Project Coordinator	\$105.00/hr
Compliance Monitor	\$95.00/hr

UAS SERVICES

UAS Principal	\$240.00/hr
UAS Project Manager	\$130.00/hr
UAS Pilot II	\$85.00/hr
UAS Pilot I	\$75.00/hr
UAS Data Analyst II	\$85.00/hr
UAS Data Analyst I	\$75.00/hr

HYDROGEOLOGICAL SERVICES

Principal	\$260.00/hr
Principal Hydrogeologist/Engineer	\$240.00/hr
Sr. Hydrogeologist IV/Engineer IV	\$225.00/hr
Sr. Hydrogeologist III/Engineer III	\$210.00/hr
Sr. Hydrogeologist II/Engineer II	\$195.00/hr
Sr. Hydrogeologist I/Engineer I	\$180.00/hr
Hydrogeologist VI/Engineer VI	\$160.00/hr
Hydrogeologist V/Engineer V	\$150.00/hr
Hydrogeologist IV/Engineer IV	\$140.00/hr
Hydrogeologist III/Engineer III	\$130.00/hr
Hydrogeologist II/Engineer II	\$120.00/hr
Hydrogeologist I/Engineer I	\$110.00/hr
Technician	\$100.00/hr

DISTRICT MANAGEMENT & OPERATIONS

District General Manager	\$185.00/hr
District Engineer	\$175.00/hr
Operations Manager	\$150.00/hr
District Secretary/Accountant	\$100.00/hr
Collections System Manager	\$100.00/hr
Grade V Operator	\$100.00/hr
Grade IV Operator	\$90.00/hr
Grade III Operator	\$85.00/hr
Grade II Operator	\$63.00/hr
Grade I Operator	\$55.00/hr
Operator in Training	\$40.00/hr
Collection Maintenance Worker II	\$60.00/hr
Collection Maintenance Worker I	\$45.00/hr

OFFICE SERVICES

Technical/Drafting/CADD Services

3D Graphic Artist	\$165.00/hr
Senior Designer	\$155.00/hr
Designer	\$145.00/hr
Assistant Designer	\$140.00/hr
GIS Programmer I	\$180.00/hr
GIS Specialist IV	\$155.00/hr
GIS Specialist III	\$145.00/hr
GIS Specialist II	\$135.00/hr
GIS Specialist I	\$125.00/hr
CADD Operator III	\$135.00/hr
CADD Operator II	\$130.00/hr
CADD Operator I	\$115.00/hr
CADD Drafter	\$105.00/hr
CADD Technician	\$100.00/hr

SUPPORT SERVICES

Technical Editor III	\$145.00/hr
Technical Editor II	\$130.00/hr
Technical Editor I	\$115.00/hr
Publications Specialist III	\$105.00/hr
Publications Specialist II	\$95.00/hr
Publications Specialist I	\$85.00/hr
Clerical Administration II	\$90.00/hr
Clerical Administration I	\$85.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

Annual Increases – Unless identified otherwise, these standard rates will increase 3% annually.



Agreement Review

Dudek has reviewed the City's Standard Consulting Services Agreement, Attachment A, and is able to meet all agreement requirements.

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Insurance Requirements

Table 6 provides an overview of Dudek's insurance coverage. Certificates of insurance are available upon request.

Table 6. Insurance Coverage

Insurance	Policy Number	Effective Dates	Limits
Comprehensive General Liability	GLO014631100	8/28/2018- 8/28/2019	\$1,000,000 each occurrence \$2,000,000 aggregate
Automotive Liability	BAP014632900	8/28/2018- 8/28/2019	\$1,000,000 Combined Single Limit
Professional Liability	PEC014631400	8/28/2018- 8/28/2019	\$1,000,000 per claim \$1,000,000 aggregate
Worker's Compensation	WC014633000	8/28/2018- 8/28/2019	\$1,000,000 each accident \$1,000,000 each employee \$1,000,000 policy limit

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**AGREEMENT
BY AND BETWEEN
THE CITY OF LEMON GROVE
AND
PLACEWORKS**

THIS AGREEMENT is entered into this [DAY] of [MONTH] 2019, by and between the CITY OF LEMON GROVE, a municipal corporation (the "CITY"), and PLACEWORKS an Environmental Impact Assessment and Project Management services provider (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY desires to employ a CONTRACTOR to provide On-Call CEQA Consulting Services.

WHEREAS, the CITY has determined that the CONTRACTOR is a Environmental Impact Assessment and Project Management services provider and is qualified by experience and ability to perform the services as an on-call basis desired by the CITY, and the CONTRACTOR is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONTRACTOR.** The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services hereinafter set forth in accordance with all terms and conditions contained herein.

The CONTRACTOR represents that all services required hereunder will be performed directly by the CONTRACTOR or under direct supervision of the CONTRACTOR.

2. **SCOPE OF SERVICES.** The CONTRACTOR will perform services as set forth in the attached Exhibit "A" and in accordance with the attached Exhibit "B."

The CONTRACTOR shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONTRACTOR shall appear at meetings cited in Exhibit "A" to keep staff and City Council advised of the progress on the project.

The CITY may unilaterally, or upon request from the CONTRACTOR, from time to time reduce or increase the Scope of Services to be performed by the CONTRACTOR under this Agreement. Upon doing so, the CITY and the CONTRACTOR agree to meet in good faith and confer for the purpose of negotiating a

corresponding reduction or increase in the compensation associated with said change in services, not to exceed the total amount of thirty thousand dollars (\$30,000).

3. **PROJECT COORDINATION AND SUPERVISION.**

The City Manager, Lydia Romero, hereby is designated as the Project Manager for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR.

4. **COMPENSATION AND PAYMENT.** The compensation for the CONTRACTOR shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed two thousand five hundred (\$2,500) (the Base amount) without prior written authorization from the City Manager. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A" as determined by the CITY.

The CONTRACTOR shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY and for furnishing of copies to the CITY, if requested.

5. **LENGTH OF AGREEMENT.** This Agreement will This Agreement will end March, 01, 2022, with the option to extend for an additional twelve (12) months until March 01, 2023.

6. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR for this Project, whether paper or electronic, shall become the property of the CITY for use with respect to this Project, and shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONTRACTOR hereby assigns to the CITY and CONTRACTOR thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this agreement, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONTRACTOR shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONTRACTOR agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium or method utilize the

CONTRACTOR's written work product for the CITY's purposes, and the CONTRACTOR expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings or specifications prepared by the CONTRACTOR shall relieve the CONTRACTOR from liability under Section 14 but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of this project, unless otherwise mutually agreed.

7. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint venturers with one another. Neither the CONTRACTOR nor the CONTRACTOR'S employees are employees of the CITY and are not entitled to any of the rights, benefits, or privileges of the CITY's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONTRACTOR and the CONTRACTOR's employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONTRACTOR and its employees. Neither this Agreement nor any interest herein may be assigned by the CONTRACTOR without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONTRACTOR from employing or hiring as many employees, or subcontractors, as the CONTRACTOR may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONTRACTOR with its subcontractor(s) shall require the subcontractor to adhere to the applicable terms of this Agreement.

8. **CONTROL.** Neither the CITY nor its officers, agents or employees shall have any control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees except as herein set forth, and the CONTRACTOR expressly agrees not to represent that the CONTRACTOR or the CONTRACTOR's agents, servants, or employees are in any manner agents, servants or employees of the CITY, it being understood that the CONTRACTOR, its agents, servants, and employees are as to the CITY wholly independent contractors and that the CONTRACTOR's obligations to the CITY are solely such as are prescribed by this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAW.** The CONTRACTOR, in the performance of the services to be provided herein, shall comply with all applicable State and Federal statutes and regulations, and all applicable ordinances, rules and regulations of the CITY OF LEMON GROVE, whether now in force or subsequently enacted. The CONTRACTOR, and each of its subcontractors, shall obtain and maintain a current CITY OF LEMON GROVE business license prior to and during performance of any work pursuant to this Agreement.

10. **LICENSES, PERMITS, ETC.** The CONTRACTOR represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONTRACTOR represents and covenants that the CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONTRACTOR to practice its profession.

11. **STANDARD OF CARE.**

A. The CONTRACTOR, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONTRACTOR'S trade or profession currently practicing under similar conditions and in similar locations. The CONTRACTOR shall take all special precautions necessary to protect the CONTRACTOR's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this agreement, the CONTRACTOR warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONTRACTOR's professional performance or the furnishing of materials or services relating thereto.

C. The CONTRACTOR is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONTRACTOR has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONTRACTOR has notified the CITY otherwise, the CONTRACTOR warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONTRACTOR to use due diligence under this sub-paragraph will render the CONTRACTOR liable to the CITY for any increased costs that result from the CITY's later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

12. **NON-DISCRIMINATION PROVISIONS.** The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONTRACTOR will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

13. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONTRACTOR certain confidential information to enable the CONTRACTOR to effectively perform the services to be provided herein. The CONTRACTOR shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONTRACTOR shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 13, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONTRACTOR, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONTRACTOR without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONTRACTOR by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONTRACTOR shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONTRACTOR shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONTRACTOR shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

14. **INDEMNIFICATION AND HOLD HARMLESS.** The CONTRACTOR agrees to defend, indemnify, and hold harmless the CITY OF LEMON GROVE, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONTRACTOR's negligent performance of this Agreement.

15. **WORKERS' COMPENSATION.** The CONTRACTOR shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar state or Federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, and employees from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONTRACTOR under this Agreement.

16. **INSURANCE.** The CONTRACTOR, at its sole cost and expense, shall purchase and maintain, and shall require its subcontractors, when applicable, to

purchase and maintain throughout the term of this agreement, the following insurance policies:

A. If checked, Professional Liability Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. Automobile insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include non-owned vehicles.

C. Comprehensive general liability insurance, with minimum limits of \$1,000,000 combined single limit per occurrence, covering all bodily injury and property damage arising out of its operation under this Agreement.

D. Workers' compensation insurance covering all of CONTRACTOR's employees.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY of cancellation or material change.

F. Said policies, except for the professional liability and worker's compensation policies, shall name the CITY and its officers, agents and employees as additional insureds.

G. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONTRACTOR shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement.

H. Any aggregate insurance limits must apply solely to this Agreement.

I. Insurance shall be written with only California admitted companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the CITY.

J. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY. If the CONTRACTOR does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

17. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or

suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

18. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation shall be settled by arbitration in San Diego, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

19. **TERMINATION.** A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONTRACTOR. During said 60-day period the CONTRACTOR shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONTRACTOR in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONTRACTOR as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONTRACTOR's breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 6.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONTRACTOR; (2) a reorganization of the CONTRACTOR for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONTRACTOR.

20. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To the CITY: LYDIA ROMERO, CITY MANAGER
CITY OF LEMON GROVE
3232 Main Street
Lemon Grove, CA 91945-1701

To the CONTRACTOR: PLACEWORKS
750 B Street, Suite 1620
San Diego, CA 92101

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

21. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONTRACTOR shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY OF LEMON GROVE. The CONTRACTOR also agrees not to specify any product, treatment, process or material for the project in which the CONTRACTOR has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONTRACTOR shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONTRACTOR has a financial interest as defined in Government Code Section 87103. The CONTRACTOR represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

If checked, the CONTRACTOR shall comply with all of the reporting requirements of the Political Reform Act and the City of Lemon Grove Conflict of Interest Code. Specifically, the CONTRACTOR shall file a Statement of Economic Interests with the City Clerk of the CITY OF LEMON GROVE in a timely manner on forms which the CONTRACTOR shall obtain from the City Clerk.

The CONTRACTOR shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Paragraph 21 by the CONTRACTOR.

22. MISCELLANEOUS PROVISIONS.

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

J. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

K. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the

drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

L. *Subcontractors.* CONTRACTOR shall not award work to any subcontractor(s) not listed in Exhibit "B" without prior written approval from the CITY. The CONTRACTOR shall be fully responsible to the CITY for the performance of its subcontractors, and of person either directly or indirectly employed by them.

M. *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 have executed this Agreement on the date and year first above written.

CITY OF LEMON GROVE

PLACEWORKS

By: _____
Lydia Romero
City Manager

By: _____
William Halligan, Esq.
Managing Principal of Environmental
Services

APPROVED AS TO FORM:

By: _____
Kristen Steinke
City Attorney

EXHIBIT “A”
Scope of Services
for On-Call CEQA Consulting Services

I. INTRODUCTION

The City of Lemon Grove (“the City”) requires the services on-call CEQA (California Environmental Quality Act) consulting firms (“Consultants”) to assist in the preparation of environmental documents for future land use and development projects as necessary, in compliance with CEQA. The City has established an On-Call CEQA Consulting Services List (“the List”) for this purpose.

II. SCOPE OF SERVICES

It is expected that the majority of services conducted by the Consultants on the List will pertain to the City’s implementation of CEQA for current planning projects on an as-needed basis, including, but not limited to, the following:

- 1) Conduct preliminary review of projects for CEQA purposes, including making determinations of categorical exemptions.
- 2) Prepare CEQA documents for the City, including, but not limited to:
 - a) Initial Studies;
 - b) Negative Declarations;
 - c) Mitigated Negative Declarations;
 - d) Environmental Impact Reports (EIRs) and Addendums to EIRs;
 - e) Mitigation Monitoring and Reporting Programs;
 - f) Technical Studies (may include but are not limited to noise, biological, air quality, GHG, traffic/transportation, water quality/supply, and stormwater/wastewater control/management studies, and cultural and historical evaluations);
 - g) Notices of Intent/Preparation/Determination/Exemption.
- 3) Incorporate any public or agency comments regarding the potential impacts on the natural and built environments, and analyze ways in which any significant effects/impacts of the project might be avoided or mitigated, as required by CEQA.
- 4) Prepare/conduct required consultations (e.g., the Native American Heritage Commission).
- 5) Advise and assist City Staff with questions related to the projects assigned.

- 6) Attend meetings with City Staff and applicants, scoping meetings, and public hearings; opportunities for teleconferencing will be provided when possible.
- 7) May be requested to provide filing services with the San Diego County Clerk and/or the State Clearinghouse.
- 8) May be requested to provide services in accordance with implementation of National Environmental Policy Act (NEPA).

III. USE OF THE ON-CALL CONSULTING SERVICES LIST

- 1) The City reserves the right to utilize the List depending on its specific needs. For small projects and/or when/if the City has general questions or needs assistance conducting preliminary review of projects for CEQA purposes, including making determinations of categorical exemptions, the services of one or more Consultants may be called upon on a regular/recurring basis.
- 2) When services for larger and/or more complicated projects are required, the City may utilize the list on a rotating basis or may send a request for services to more than one Consultant on the list and select from the responses received.
- 3) At such time when a Consultant's services are required, the City may forward a request for services, including a project description, any pertinent supporting information and technical studies, and copies of the proposed application (if available). The Consultant may be requested to provide additional services such as the preparation of supporting technical reports and studies for the project application or a peer review of applicant-submitted materials. The Consultant will evaluate the proposal and in turn provide a scope of work and cost estimate for services.
- 4) Upon issuance of a notice to proceed, the City will provide the selected Consultant with the documentation necessary to complete the work. Supporting documents such as site plans, traffic studies, or other technical reports may be provided to the Consultant in either print or electronic form. The Consultant will work with the City and project applicants to gather the necessary information to ensure the final product adequately analyzes project impacts.



Qualifications to Provide On-Call CEQA Services

QUALIFICATIONS | DECEMBER 13, 2018

SUBMITTED TO:

CITY OF LEMON GROVE
Planning and Zoning Division
Patricia Bluman
3232 Main Street
Lemon Grove, CA 91945
619.825.3800

SUBMITTED BY:

PLACEWORKS
750 B Street, Suite 1620
San Diego, CA 92101

WITH:

LINSCOTT, LAW & GREENSPAN
ECORP CONSULTING

CONTENTS

1. COVER LETTER	1
2. TEAM QUALIFICATIONS	2
PlaceWorks	2
Subconsultants.....	4
Project Team Organization.....	6
Key Personnel	7
Additional Staff	10
3. METHODOLOGY	13
4. EXPERIENCE	16
Our Approach to Environmental Studies.....	16
References	21
Relevant Projects.....	23
5. FEE SCHEDULE.....	25
6. AGREEMENT REVIEW	25
7. INSURANCE REQUIREMENTS	26



1. Cover Letter

December 13, 2018

Patricia Bluman
CITY OF LEMON GROVE
Planning and Zoning Division
3232 Main Street
Lemon Grove, CA 91945

Subject: Qualifications to Provide On-Call CEQA Consulting Services

Dear Ms. Bluman:

This statement of qualifications is organized per instructions in the City's request for qualifications (RFQ). We are a comprehensive environmental, planning, and design firm and provide:

- *Qualified Senior Professionals, Environmental Services.* Our designated project manager, Mark Teague, AICP, Associate Principal, has over 30 years of environmental and planning experience and has provided on-call staffing services to numerous cities throughout California. He will be supported by Brooke Peterson, AICP who has been involved in the preparation of many complex environmental and planning projects during her 18-year career.
- *Depth of CEQA staff.* As detailed in this submittal, we have a large, multi-disciplined staff available to efficiently respond to demanding schedules on complex projects.
- *Extensive In-House Technical Expertise.* PlaceWorks has a wide range of environmental technical experts in house including noise/vibration, air quality/GHG, hazardous materials site assessments (Phase Is, PEAs, health risk, and remediation), geology/hazards, and civil engineering services (hydrology and water quality), as well as economics, land use planning, visual/lighting analysis, and design expertise.
- *Experience with Similar On-Call Contracts.* We have successful and repeat/ongoing on-call services contracts with jurisdictions, such as the cities of San Diego, Coronado, Solana Beach, Los Angeles, Industry, Irvine, Claremont, Anaheim, and Laguna Hills; the counties of Riverside, Orange, and San Bernardino; and a number of school districts throughout the state.
- *Practical Planning Knowledge and In-House Support.* As a planning/environmental and design firm, we integrate our services. The majority of our CEQA staff has completed CEQA compliance for General Plans, Specific Plans, and related entitlements. Because most of the time we prepare both the plan and the environmental document, we have an inherent understanding of the process, statutory and regulatory requirements.
- *In-House Legal Counsel.* Unique to our firm, we have two land use/CEQA attorney principals who serve as legal counsel for projects, including third-party review, and provide guidance and training to clients, professional organizations, and even the California state legislature.

Thank you again for the opportunity to submit our qualifications. As Managing Principal and Vice President, I am authorized to bind PlaceWorks and the project team to the contents of this proposal. The enclosed proposal is valid for 90 days from the date of this submittal. Should you have any questions or need further information, please contact me at 619.299.2700 or whalligan@placeworks.com. We look forward to your response.

Respectfully submitted,

PLACEWORKS

A handwritten signature in blue ink that reads 'William Halligan'.

William Halligan, Esq.
Managing Principal of Environmental Services

2. Team Qualifications

PLACEWORKS

PlaceWorks' Core Services

Environmental Services

- CEQA/NEPA Documentation
- Third-Party Review
- Technical Studies, including Air Quality, Noise, Traffic, Shade & Shadow Analysis
- Site Investigation
- Regulatory Compliance

Community Planning

- Comprehensive Planning, including General Plans, Specific Plans
- Climate Action Planning
- Community Engagement
- Corridor Planning
- Hazard Mitigation Planning
- TOD Planning
- Corridor Planning
- Infill Planning and Design
- Zoning and Form-Based Code
- Housing Research and Analysis
- Transferable Development Rights
- Community Engagement
- Municipal Services
- Geographic Information Systems
- Creative Media

Design

- Transit-Oriented Design
- Downtown Planning
- Design Standards/Guidelines
- Site Planning
- Large-Scale Planning and Design
- Strategic Plans
- Landscape Architecture
- Streetscape Design
- Parks and Trails Planning
- Urban Agriculture & Urban Forestry
- Storm Water Mgmt. Planning
- Evidence-Based Design

Economics

- Economic and Market Analysis
- Economic Development Planning
- Site Selection and Development
- Feasibility Studies

PlaceWorks is all about places and how they work geographically, environmentally, functionally, aesthetically, and culturally. We are also passionate about how we work with our clients. We bring together people from diverse practice areas, offering best-of-all-worlds capability and connectivity. Just as each place we work on is distinctly different, so is our thinking about it.

PlaceWorks, a California S-Corporation, is one of the west's most eminent planning, design, and environmental consulting firms, with approximately 125 employees in six offices. Formerly known as The Planning Center, PlaceWorks recently celebrated its 43rd anniversary.

We have over three decades of experience in environmental planning and science, with a long-term perspective and technical expertise in shaping responses to the dynamic state and federal regulatory environment. We have handled a wide range of project sizes and types, and our reputation is built on our consistent production of effective and defensible environmental documents.

PlaceWorks has completed hundreds of environmental documents and risk analyses—from CEQA/NEPA documentation, environmental site investigations and remediation, and Title 5 risk assessments to landscape architecture and transportation and bicycle plans. Our dedicated in-house team consists of project managers, environmental planners and scientists, licensed engineers, environmental assessors, registered geologists, designers, economists, transportation planners, attorneys, and air quality/GHG and noise modeling experts.

Our corporate office is in Santa Ana, California. The majority of work for this project will be performed from our San Diego office, with additional support if needed from other offices.

SAN DIEGO

750 B Street Suite 1620
San Diego CA 92101
619.299.2700

ORANGE COUNTY

3 MacArthur Place Suite 1100
Santa Ana CA 92707
714.966.9220

LOS ANGELES

700 S. Flower St. Suite 600
Los Angeles CA 90017
213.623.1443

INLAND EMPIRE

2850 Inland Empire Bl. Ste B
Ontario CA 91764
909.989.4449

SACRAMENTO VALLEY

915 L Street, Suite C Box 410
Sacramento CA 95814
916.245.7500

BERKELEY

1625 Shattuck Ave. Suite 300
Berkeley CA 94709
510.848.3815

Our broad experience and technical proficiency have enabled us to develop a keen understanding of the complexities of both public policies and project designs for sustainable development. In addition to providing the requisite technical support for wide-ranging tasks, we often serve as a sounding board for clients to explore design strategies and their environmental and regulatory implications.

ENVIRONMENTAL SERVICES

Good environmental analysis doesn't just tally up impacts, but finds opportunities to address and solve serious environmental concerns. We use our expertise to formulate workable plans and programs while remaining objective to ensure our environmental documentation withstands legal scrutiny. We view ourselves as our client's environmental strategist, and because CEQA is California's broadest environmental law and is a rapidly changing landscape, it is critical to have a deep understanding of the process and legal requirements. We continually integrate new case law, legislative proposals, and regulatory guidance to provide the highest level of legal integrity. We have two CEQA attorneys on staff to assist in this complex process. Our senior staff adds value to our services with decades of CEQA experience. We translate this expertise into a variety of publications—including our "Practical Guide to CEQA"—to make the procedural and substantive requirements of CEQA accessible to the public and decision makers.

Although CEQA is law and the process is the same for all lead agencies, the application of CEQA is nuanced by a variety of factors, including the type of project, geographical area, and lead agency.

PlaceWorks understands that each project is unique—in both its physical and political context—and we have the experience and skills to identify when projects may be subject to CEQA. We apply creative, out-of-the-box thinking rather than a standard, one-size-fits-all approach. We know the right questions to ask to identify the right documentation and process. Our first course of action is always to determine whether any categorical exemptions apply to the project. Taking advantage of exclusions and exemptions helps us optimize efficiency and reduce redundancy while ensuring legal defensibility.

PlaceWorks' approach to all projects focuses on collaboration. Our CEQA practitioners confer with our policy planners, designers and technical specialists to create responsive and site-sensitive plans and environmental documents that satisfy regulatory demands. Whether managing public outreach, analyzing environmental impacts, or crafting practical, cost-effective mitigation, we serve as integral partners in a host of environmental and planning processes. Overall, our approach to CEQA documents combines problem solving, accuracy, and attention to detail. Even projects that share common elements benefit from a fresh evaluation. We consider each project objectively and use our experience and imagination to formulate workable plans and programs.

The breadth of our environmental consulting services is shown in the following list.

California Environmental Quality Act Documentation

- Environmental Impact Reports (EIRs)
- Mitigated Negative Declarations (MNDs)
- Exemptions
- Mitigation Monitoring Programs
- Findings/Resolutions
- Third-Party CEQA Adequacy Review
- Litigation Support

Technical Analysis

- Air Quality Assessments and Dispersion Modeling
- Greenhouse Gas Evaluations
- Climate Action Plans/Greenhouse Gas Reduction Plans
- Noise Assessments, Mapping, and Monitoring
- Vibration Assessments
- Hydrology Studies
- Water Quality Studies
- Light and Glare Studies
- Visual Impacts/Simulations

Regulatory Compliance and Safety

- Safe Routes to School
- Facility/Site Audits
- Permits/Approvals Acquisition
- Hazardous Waste Characterization and Management
- SWPPPs/WQMPs
- SPCCPs
- NPDES Monitoring and Permits
- Air Permits
- CDFW/Corps Permitting
- Regulatory Agency Interface and Strategy
- CCR Title 5 Risk Assessments
- Health Risk Assessments (Toxic Air Emissions)
- Geohazard Studies
- Railroad Risk Studies
- Pipeline/Water Storage Tank Risk Studies
- Dam Inundation Studies
- EMF (Electro Magnetic Field) Management Plans
- School Facilities Planning Division Self-Certification Forms

National Environmental Policy Act Documentation

- Environmental Impact Statements (EISs)
- Environmental Assessments (EAs)
- Findings of No Significant Impact (FONSIs)

Site Investigation/DTSC Compliance

- Phase I and Phase II Environmental Site Assessments (ESA)
- Preliminary Environmental Assessments (PEA)
- Remedial Investigation/Feasibility Studies (RI/FS)
- Environmental Information Management
- Geologic/Hydrologic Characterization
- Soil, Soil Vapor and Groundwater Sampling & Assessment

Remedial Engineering Design

- Feasibility Studies
- Remedial Action and Removal Action Plans, and Closure Reports
- Methane Mitigation Design & Engineering

Remedial Program Design, Implementation & Monitoring

Support Services

- Outdoor Educational Planning Services
- Entitlement Processing
- General Plan Amendments
- Zoning Changes
- Conditional Use Permits
- Master Planning
- Feasibility Studies
- Site Planning and Design
- Grading/Feasibility Studies
- Geographic Information System (GIS) Mapping
- Demographic Studies and Reports
- Surplus Schools
- Public Outreach/CEQA Scoping Meetings
- Hearing Coordination and Support
- Graphics/Media Support
- Spanish Interpreters/Translators
- DTSC Public Participation Process
- Staff Services, On-Call/Temporary Staff Placement

SUBCONSULTANTS

LINSCOTT, LAW & GREENSPAN ENGINEERS – Traffic

Linscott, Law & Greenspan, Engineers (LLG) provides transportation planning, traffic engineering, parking consulting, and design services. Since its founding in 1966, in excess of 10,000 engagements have been completed involving a wide variety of projects throughout the United States and overseas; however, the core of its practice is in Southern California. LLG maintains offices in San Diego, Irvine, Pasadena, and Woodland Hills. LLG's specialties include:

- Traffic Planning and Operations Studies
- Traffic Calming
- Traffic Impact Studies
- Mixed-Use Trip Generation
- 2D & 3D Traffic Simulation
- Mobility Studies
- Site Access and Circulation
- Pedestrian/Bicycle Planning
- Shared Parking Demand Forecasting
- Transportation Master Planning
- Parking Design and Planning
- Planning Commission & City Council Presentations
- Roundabout Analysis and Design
- Local Planning Group Presentation
- Traffic Signal Design
- Integration of Alternative Modes
- Traffic Signing and Striping Design
- Traffic Studies and Specific Plans for EIRs
- Construction Zone Traffic Control Plans
- General Plans
- Preliminary/Conceptual Engineering
- Transportation Demand Management (TDM)
- Complete Streets Consultation
- Congestion Management Program (CMP) Analysis
- Multi-Modal Planning

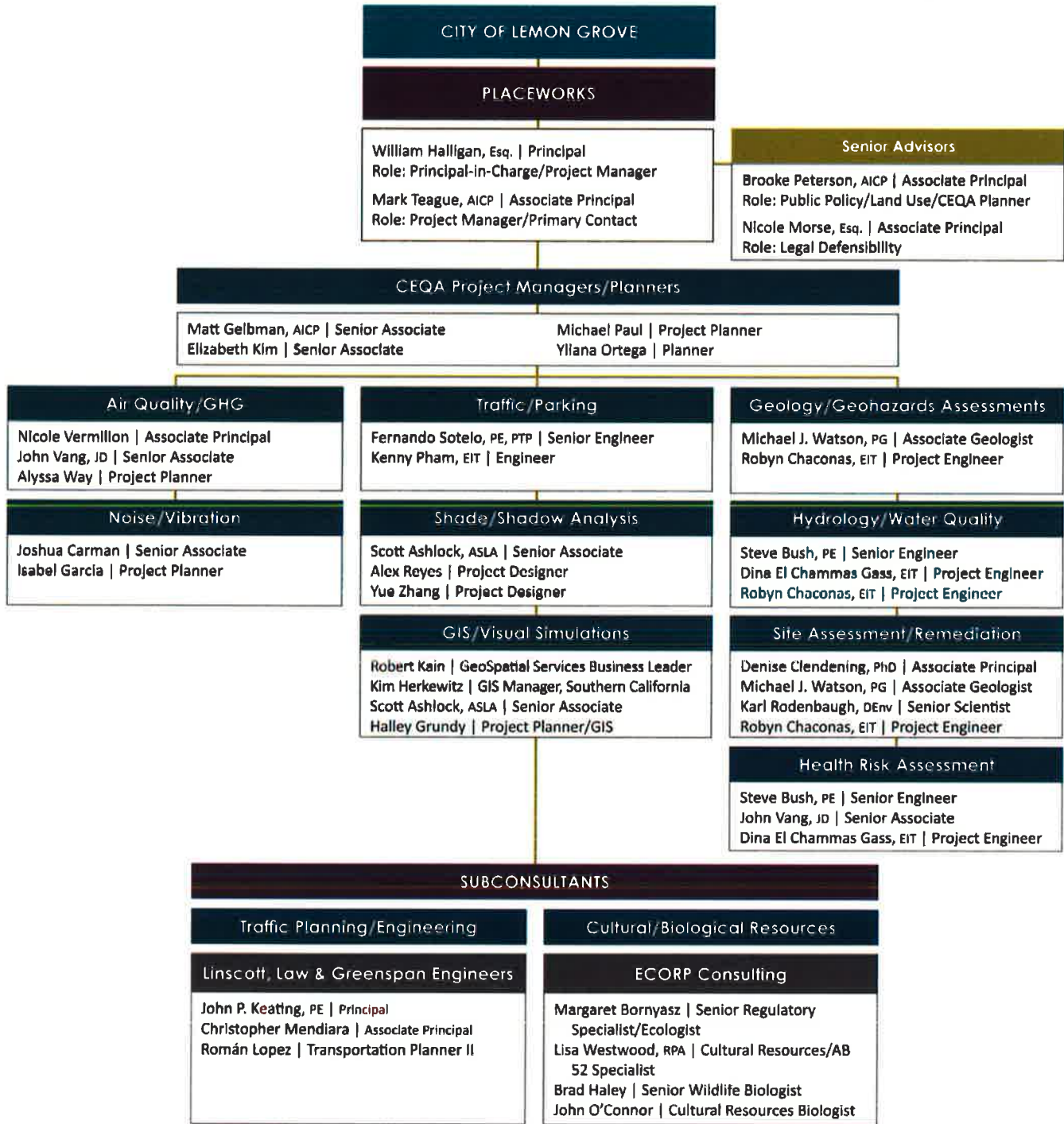
LLG is a well-respected firm of medium size, comprised of dedicated professionals who serve clients on a wide variety of traffic and transportation issues. LLG principals and senior staff are recognized experts in these practice areas and possess professional registration in Traffic Engineering, Civil Engineering or both. This diverse experience and expertise enables them to provide services to both public agencies and the private sector. Project organization is structured so that principals and senior staff maintain direct involvement from project initiation to completion. A quality and successful outcome is LLG's primary objective.

ECORP CONSULTING – Biological/Cultural Resources

ECORP Consulting, Inc. (ECORP) is a full-service environmental consulting firm, specializing in managing and supporting as-needed contracts for local southern California and State entities. They have managed over 50 as-needed environmental consulting contracts within southern California in the last 10 years and have provided supporting services as a subconsultant to even more agencies. ECORP understands all aspects of these types of contracts, from the day to day correspondence to ensuring that all tasks are given the attention and resources required to assist the direct and ultimate client towards their goals, often on accelerated schedules. ECORP understands the staffing and resource requirements to support the City through this contract and is committed to the success of every task and program. This contract is a high priority for the firm, and all tasks and assignments will be given the attention required, from issuance through completion. Their team includes ECORP's local senior staff experienced with the local environmental resources and staff with experience working under contracts for municipal agencies.

ECORP brings over 20 years of project experience with the county and local agencies throughout the County, first as Burkhart Environmental Consulting (BEC) and since 2007 as ECORP. ECORP's local San Diego staff has worked for agency/owners including cities within the County (e.g., San Diego, Poway, Del Mar, Carlsbad, San Marcos, Escondido, Chula Vista, Imperial Beach), California Department of Parks and Recreation, open space land managers, transportation agencies (e.g., Caltrans, SANDAG), military installations (e.g., Camp Pendleton, Miramar Air Station, Naval Base Coronado, Naval Weapons Station Fallbrook), school districts, San Diego County Water Authority, Unified Port District of San Diego, and San Diego County. For these local agencies and private clients, they have provided the full suite of biological, planning, environmental impact analysis, GPS/GIS, and cultural resources services, and have collaborated as part of consultant teams for large projects and programs. ECORP is local, available, and ready to assist with the routine tasks, program support, or with tasks that require specialized expertise or advice even on short notice.

PROJECT TEAM ORGANIZATION



KEY PERSONNEL

Brief resumes for project management and leaders of technical disciplines are provided below.

WILLIAM HALLIGAN, Esq. | Principal, Environmental Services

Role: Principal-in-Charge/Project Manager



EDUCATION

- JD, Chapman University School of Law (Special Emphasis: Environmental, Land Use and Real Estate Law)
- BA, Social Ecology, University of California, UC Irvine (Special Emphasis: Environmental Analysis and Design)

Bill has prepared environmental documents for a diverse range of projects, including small-scale residential and large planned communities, high-rise commercial office, industrial, and mixed use. In addition, Bill has been involved in extensive discussions and negotiations with the State Attorney General's office regarding the analysis of Greenhouse Gas Emissions (GHG) in project EIRs. He also provides third-party review for legal adequacy of EIRs prepared by other consultants. His diverse background provides him with a unique understanding of planning and zoning law, CEQA, and NEPA. As a member (and former chair) of AEP's Legislative Review Committee, Bill works directly with AEP's lobbyist and the State Legislature on proposed legislation related to CEQA. Bill's experience includes the Menifee Inaugural General Plan EIR, the Platinum Triangle EIR in Anaheim, and third-party review of The Ranch Plan EIR on behalf of the City of San Clemente.

BROOKE PETERSON, AICP | Associate Principal

Role: Overall Project Support/Public Policy/Land Use/CEQA Planning



EDUCATION

- Master of City and Regional Planning, Cal State, San Diego
- BA, Biology, Occidental College

Brooke has extensive comprehensive and environmental planning and community engagement experience within San Diego and other Southern California communities. With more than a decade of managing complex and controversial projects, she is highly effective at ensuring project success and providing exceptional service to her clients. She is skilled at managing large teams on a wide variety of challenging projects, developing strategies to resolve project issues, facilitating meaningful stakeholder and public dialogue, and delivering high quality products with a commitment to detail. Brooke expertly leads high-profile, controversial projects such as the Morena Corridor Specific Plan and De Anza Revitalization Plan for Mission Bay in San Diego. She was project manager for the National City Comprehensive Plan Update EIR, which included the General Plan and Zoning Code Update, Climate Action Plan, and five development projects; Los Angeles County's West Carson TOD Specific Plan; and the La Mesa Downtown Village Specific Plan. She heads PlaceWorks' contract with the City of San Diego for planning as-needed services.

MARK TEAGUE, AICP | Associate Principal

Role: Overall Project Manager/Day-to-Day Contact



EDUCATION

- BA, Political Science, California State University, Stanislaus

In over 30 years of public- and private-sector experience, Mark has worked throughout California in agencies large and small and is considered an innovative problem solver. His projects include planned communities, shopping center EIRs, general plan and zoning code updates, impact fees, and public outreach for projects highly scrutinized by the public. Mark is often able to offer a unique approach to meeting a critical goal of a project. His experience as a planning director and ability to see the whole of the project ensure that every environmental document meets the need of the client. He has served as on-call extension of staff for numerous cities throughout California. Mark is also an excellent public speaker and regularly presents at the League of California Cities Planning Commissioner's Academy on topics such as design guidelines, CEQA compliance, and how to read an EIR. He also teaches CEQA to staff with a focus on how new legal decisions affect compliance. His recent project experience includes the Coronado Gateway Parkway Plan IS/MND and Coronado Public Restroom EIR as well as the Fiesta Island/Mission Bay Park Master Plan for the City of San Diego.

NICOLE MORSE, Esq. | Associate Principal

Role: Legal Defensibility, Third-Party Review



EDUCATION

- JD, Business Law, Whittier Law School, Costa Mesa
- BS, Applied Ecology, UC Irvine

Nicole has over 15 years of environmental planning experience. With her background as both an attorney and a planner, she thoroughly understands planning and zoning law, CEQA, SB 743, the California Global Warming Solutions Act of 2006 (AB 32), and the Sustainable Communities and Climate Protection Act of 2008 (SB 375). She manages and coordinates environmental documents to withstand legal scrutiny. She reviews EIRs, negative declarations, and various technical reports for compliance with CEQA, NEPA, the Endangered Species Act (ESA), and various other regulatory requirements. She also conducts third-party review and litigation support for controversial projects. Nicole has a broad spectrum of experience for public- and private-sector clients. She has prepared and managed environmental and planning documents for transit oriented development (TOD) projects, downtown and corridor redevelopment programs, general plans, urban infill (residential, mixed-use and high-rise), master planned communities, and mixed-use projects. Additionally, Nicole has provided CEQA and ESA guidance as a representative on AEP's Legislative Review Committee.

MATT GELBMAN, AICP | Senior Associate

Role: CEQA Project Manager

**EDUCATION**

- Master of Urban and Regional Planning, UC Irvine
- BA, Sociology, minor in Economics, Boston University

Matt has nearly 10 years' experience working on a range of comprehensive planning projects throughout southern California and beyond. He provided comprehensive planning support for several community plan updates in San Diego, assisted with the Port of San Diego Master Plan Update (and Local Coastal Plan), and helped create the Regional Transit Oriented Development Strategy for the San Diego Association of Governments. He also worked on zoning code updates for South Gate and Imperial Beach and has experience with planning public transportation, bicycle, and pedestrian projects. Recent project experience includes the Morena Boulevard Corridor Specific Plan and EIR, Fiesta Island Amendment to Mission Bay Park Master Plan and EIR, and De Anza Cove Revitalization Plan all for the City of San Diego. Matt is a skilled facilitator for public outreach, risk communication, and public-participation training. He specializes in online public outreach and has developed numerous websites and interactive online engagement tools.

ELIZABETH KIM | Senior Associate

Role: CEQA Project Manager

**EDUCATION**

- Master of Urban & Regional Planning, UC Irvine
- BA, Environmental Analysis & Design, UC Irvine

With more than 15 years of professional experience, Elizabeth has steadily developed her skills in environmental analysis, policy analysis, and municipal planning. Her position as a planning intern for the City of Glendale gave Elizabeth a hands-on knowledge of land use regulations and municipal policy implementation. She has worked extensively with school districts, managing environmental documentation and constraints mapping. Her responsibilities also include research, analysis, and report preparation for a variety of environmental and public policy efforts. At PlaceWorks, Elizabeth worked on the Platinum Triangle Subsequent EIR for the City of Anaheim, a mixed-use project that required compliance with previously adopted documents and the integration of many technical studies into a consistent, easy-to-read public document. Other relevant project experience includes the Anaheim Canyon Specific Plan and others in the City of Anaheim, the Seashore Village in Newport Beach, and multiple projects in the City of Industry.

MICHAEL PAUL | Project Planner

Role: CEQA Project Manager

**EDUCATION**

- BS, city and regional planning, minor in sustainable environments, Cal Poly, San Luis Obispo

Michael's passion and experience in working with the built environment, urban design, policy, and sustainability give him a solid foundation for environmental impact analysis and planning. Additionally, his enthusiasm for civic engagement makes him an effective liaison with the public. He also has experience with a variety of graphic tools—such as AutoCAD, SketchUp, GIS, and the Adobe Creative Suite—and produces sharp project graphics. He relies on a diverse background of community outreach, urban design, policy-making, and environmental analysis, which have shaped his writing and research ability. His skill set and passion to pursue the vision of PlaceWorks make him a valuable asset to both the environmental and planning teams. Since coming to PlaceWorks, Michael has worked on almost all of the firm's environmental projects for cities and school districts in the San Diego area in addition to providing environmental staff services to the City of Wildomar.

NICOLE VERMILION | Associate Principal, Air Quality/GHG

Role: Air Quality/GHG Emissions

**EDUCATION**

- Master of Urban & Regional Planning, UC Irvine
- BS with Honors, Ecology & Evolutionary Biology, UC Santa Cruz
- BS with Honors, Environmental Studies, UC Santa Cruz

As Director of Air Quality, GHG & Noise Services, Nicole oversees project staffing and timing for the air quality, GHG, and noise technical team's impact evaluations under CEQA. She is responsible for expanding and fine-tuning the team based on changes in technology, legislation, and client needs and for ensuring that PlaceWorks air quality and GHG studies are defensible and consistent with recent case law. She closely follows the rapid changes in requirements and the latest information on CEQA thresholds and analysis methodology. She has performed numerous greenhouse gas emissions inventories for individual projects as well as citywide emissions inventories for general plans including an Air Quality and GHG Emissions Technical Report for the Town Center Marketplace and the General Plan EIR both in Menifee, as well as a GHG Technical Study for Plot Plan 24518 for Riverside County. Nicole has presented at several workshops, including APA California State Conferences (2011, 2012, 2014) and AEP California State Conferences (2011–2015). As a member of AEP's Climate Change Committee, she has prepared white papers on GHG emissions inventories for climate action plans and general plans.

JOSHUA CARMAN | Senior Associate, Noise & Vibration

Role: Noise and Vibration

**EDUCATION**

- BA, Environmental Studies, University of California, Santa Cruz

Joshua Carman has 17 years of experience in the field of acoustics and air quality and has participated in the environmental review process for many diverse projects in California, Washington, Nevada, and New York. Joshua prepares noise and air quality/greenhouse gas assessments for environmental impact studies (CEQA/NEPA) and technical noise studies for transportation projects using federal, state, regional, and local guidelines and methodology. His experience includes complex project- and program-level analyses of mixed-use development, traffic, transit, and transportation, community health risk assessments, vibration, industrial, infrastructure and utilities, telecommunications, hydroacoustics, and construction projects. He is certified in the use of the FHWA's Traffic Noise Prediction Model (TNM) and the US EPA AERMOD air dispersion model. Overflight noise level measurements, and emergency warning system design. Josh's relevant project experience includes analysis and preparation of the noise study report for the Mid-County Parkway EIR/EIS, a 16-mile transportation corridor in Riverside County and the noise monitoring portion and noise EIR section of the San Bernardino Countywide Plan.

FERNANDO SOTELO, PE, PTP | Senior Engineer, Transportation

Role: Traffic and Parking

**EDUCATION**

- MS, Civil Engineering (Transportation), University of Southern California
- BS, Naval Engineering, University of Sao Paulo, Brazil

Fernando is a registered traffic engineer in California and a certified transportation planner, with a master's degree in transportation engineering. He has extensive experience in CEQA and the technical aspects of transportation planning, including travel demand forecasting, traffic impact analyses, and parking demand studies. His professional experience with traffic and parking analyses includes several schools and a variety of land development uses, such as warehousing, mixed use, commercial, and recreation projects in southern and northern California. Fernando understands the complexities of transportation planning and plays a large role coordinating with subconsultants, often reviewing transportation studies and preparing transportation sections for EIRs for major projects such as general plan updates and specific plans. He focuses particular attention on issues such as vehicular circulation, site access, queuing, and pedestrian routes to school and safety. In addition to his experience in traffic, Fernando has prepared hundreds of technical studies for noise and air quality analyses on a variety of projects including a Traffic Impact Analysis for San Clemente High School and a Traffic Study for the Orange County Educational Arts Academy.

STEVE BUSH, PE, | Senior Engineer

Role: Hydrology/Water Quality, Health Risk Assessment

**EDUCATION**

- MS, Chemical Engineering, UC Los Angeles
- BS, Chemical Engineering, UC Santa Barbara

A member of both the Environmental Sciences and the CEQA teams, Steve's eclectic skill set covers a wide range of technical services. He applies his knowledge and skills to field sampling for remediation projects and data analysis for health risk assessments, rail studies, and pipeline safety assessments. He also has extensive stormwater analysis and management experience, which is used to focus and clarify hydrology and water quality sections for CEQA documentation. As a member of the CEQA team's air quality and greenhouse gas assessment group, Steve has completed air quality and GHG analyses for a variety of projects, including residential development, stormwater outlets, and marsh areas. Additionally, Steve is proficient in different air quality modeling software such as CalEEMod2013 and AERMOD.

ROBERT KAIN | GeoSpatial Services Business Leader

Role: GIS/Visualization

**EDUCATION**

- BS, Urban and Regional Planning, Cal Poly Pomona
- AA, Architecture, Palomar College, San Marcos

Robert has over 15 years of planning experience, including 10 years of municipal planning experience with the cities of Newport Beach and Dana Point. He is well versed in advanced and current planning practices in both the public and private sector and has an excellent understanding of the relationship between data management and its importance in achieving service delivery standards for the work of community development and public works departments.

Before joining PlaceWorks, Robert served as the manager of Community Design and GIS at Hogle-Ireland, where he managed and directed a team of professional urban designers, graphic artists, and GIS analysts in the production of a multitude of planning projects, including the development of specific plans, design guidelines, place making and city identity building, economic development marketing collateral, website develop, GIS land use analysis, policy map updates, and database integration.

JOHN P. KEATING, PE | PrincipalLinscott, Law & Greenspan | *Principal Traffic Engineer***EDUCATION**

- BS, Civil Engineering, University of Wisconsin, Madison

John has prepared, participated in or directed the preparation of several hundred traffic impact studies and reports and their subsequent integration into Environmental Impact Reports, Statements and Assessments). His work has included not only traffic impact studies but studies of parking impact and sufficiency, site access and internal circulation, and auto, pedestrian and public transit traffic circulation. He has worked closely with other professionals in the preparation and presentation of environmental documentation to citizens groups, local government engineers and planners, Transportation Commissions, Planning Commissions, and City Councils. He has also made presentations to the California Coastal Commission. He has managed traffic studies for many of the highest profile projects in San Diego such as the San Ysidro Border Crossing and Calexico Point of Entry; the Qualcomm Stadium and San Diego Convention Center Expansions; and the San Diego Zoo, SeaWorld San Diego Airport and Del Mar Fairgrounds Master Plans. He has also conducted numerous parking studies and planning studies for Caltrans and has served as the City Traffic Engineer for the City of Del Mar and as the Port District Traffic Engineer for the last 12 years and heads the transportation subcommittee for the Rancho Peñasquitos Planning Board.

MARGARET BORNYSZ | San Diego Operations ManagerECORP Consulting | *Senior Ecologist/Regulatory Specialist***EDUCATION**

- MS, Soil and Water Science, UC Riverside
- BS, Biology, San Diego State University
- California Rapid Assessment Method (CRAM) for Riverine Wetlands, UC Davis Extension

Margaret brings over 20 years of professional experience primarily focusing on regulatory and biological resource studies, edaphic feature characterization studies, permitting, compliance, management, and implementation of mitigation programs for wetlands and endangered species' habitats. She is typically included on project teams especially when projects need to comply with permits associated with Federal Clean Water Act, the State's Porter-Cologne Act, the Federal and State Endangered Species Acts, the Federal Migratory Bird Treaty Act, and the sections of the State's Fish and Game Code regarding protection of plant, aquatic, and terrestrial species, including migratory birds. She has worked closely with regulators from local, state, and federal levels to ensure that projects comply with environmental laws, are processed expeditiously, and completed in a manner consistent with the environmental commitments made. She has worked on land and resource management projects including providing support during the establishment of the Delhi Sands Flower Loving Fly Mitigation Bank and serving as Field Manager during restoration programs and long-term monitoring phases.

ADDITIONAL STAFF

Name, Title, Role	Education	Background/Experience Summary
PLACEWORKS		
YLIANA ORTEGA, JD Planner <i>Role: CEQA Project Planner</i>	<ul style="list-style-type: none"> ▪ BA, City & Regional Planning, Sustainable, Environments Minor, Cal Poly San Luis Obispo 	Assists the environmental team on various types of CEQA projects. In a short time, she has proven to be an exceptionally versatile planner.
TECHNICAL STUDIES		
JOHN VANG, JD Senior Associate <i>Role: Air Quality/GHG, Health Risk Assessment</i>	<ul style="list-style-type: none"> ▪ Master of Urban Planning, Design, & Development, Cleveland State University ▪ Juris Doctor, Cleveland-Marshall College of Law, Cleveland State University ▪ BA, Anthropology, UC Los Angeles 	Specialist on the air quality, greenhouse gas, and noise assessment team. Proficient in the various modeling software for air quality, health risk, and noise technical studies, such as EMFAC, AERMOD, SCREEN3, CALINE4, and the Federal Highway Administration's Traffic Noise Model.
ALYSSA WAY Project Planner <i>Role: Air Quality/GHG, Noise Analysis</i>	<ul style="list-style-type: none"> ▪ MA, City & Regional Planning, Environment & Sustainability, Cal Poly San Luis Obispo ▪ BA, Urban Studies, Environmental Design minor, UC Irvine 	Assists with air quality and GHG analysis; climate action and adaptation planning; and research, analysis, review, and writing of CEQA and NEPA compliance documents.
ISABEL GARCIA Project Planner <i>Role: Noise Analysis</i>	<ul style="list-style-type: none"> ▪ BS, Acoustics, Columbia College, Chicago 	Measures and analyzes noise data and assists with the preparation of stand-alone technical studies to support CEQA/NEPA compliance documents for projects such as residential, commercial, mixed-use, industrial, schools, and transportation.

Name, Title, Role	Education	Background/Experience Summary
KENNY PHAM, EIT Engineer <i>Role: Traffic/Parking</i>	<ul style="list-style-type: none"> ▪ BS, Civil Engineering, Transportation Specialization, UC Irvine 	Assists with gathering, analyzing, and modeling data for traffic, transportation, and parking studies, as well as assisting with the preparation of environmental analyses and documentation per CEQA and NEPA in the areas of transportation and traffic.
SCOTT ASHLOCK, ASLA Senior Associate <i>Role: Shade/Shadow Analysis, Visual Simulations</i>	<ul style="list-style-type: none"> ▪ BS, Landscape Architecture, Cal Poly Pomona 	Uses advanced skills in Adobe Creative Suite, ArcGIS, AutoCAD, 3DS Max, and SketchUp, tackles a wide range of aesthetic issues for a wide range of the most often complex of projects.
YUE ZHANG Designer <i>Role: Shade/Shadow Analysis</i>	<ul style="list-style-type: none"> ▪ Master of Landscape Architecture, Utah State University ▪ BEng. in Landscape Architecture, Southwest Jiaotong University 	Specializes in graphic, document design, and illustrations that include maps, 3D models, and renderings. Proficient with graphics programs such as Adobe Suite, AutoCAD, SketchUp, GIS, and 3D max.
ALEX REYES Designer <i>Role: Shade/Shadow Analysis, Visual Simulation</i>	<ul style="list-style-type: none"> ▪ BS, Landscape Architecture, Cal Poly Pomona 	Prepares visual simulations, lighting studies, and shade/shadow analyses for environmental documents using his diverse knowledge of computer programs to quickly create a working product and adapt it to individual client needs.
MICHAEL J. WATSON, PG Associate Geologist <i>Role: Geology/Geohazards Assessments</i>	<ul style="list-style-type: none"> ▪ BS, Geology, UC Riverside 	Proficient in conducting site assessments, geohazard studies, air quality and industrial hygiene assessments, groundwater investigations, and remedial actions.
DINA EL CHAMMAS GASS, EIT Project Engineer <i>Role: Hydrology/Water Quality, Health Risk Assessment</i>	<ul style="list-style-type: none"> ▪ Master of Engineering, Environmental and Water Resources Engineer, American University of Beirut, Lebanon ▪ Bachelor of Engineering, Civil Engineering, American University of Beirut, Lebanon ▪ MA, East Asian Studies, Maharishi University of Management, Fairfield, Iowa 	Experience in the fields of sustainability, environmental engineering, and sustainable watershed management; has helped prepare environmental impact statements for large construction sites and performed field baseline studies and data modeling and assessment, working with EPA, EU, and WHO environmental legislation and regulations.
ROBYN CHACONAS, EIT Project Engineer <i>Role: Hydrology/Water Quality</i>	<ul style="list-style-type: none"> ▪ BS, Mechanical Engineering, Colorado School of Mines, Golden 	Practical experience in engineering, construction, permitting, and community development. She is versed in oil and gas permitting, regulatory compliance, underground injection control, and oilfield waste management.
DENISE CLENDENING, PhD Associate Principal <i>Role: Site Assessment/Remediation</i>	<ul style="list-style-type: none"> ▪ PhD, Soil Physics, UC Riverside ▪ MS, Soil Science, UC Riverside ▪ BS, Geology, UC Riverside 	Expertise in human health risk assessments, site assessments, and investigations of chemical waste, including at Resource Conservation & Recovery Act (RCRA) and Superfund sites.
KARL RODENBAUGH, DEnv Senior Scientist <i>Role: Site Assessment</i>	<ul style="list-style-type: none"> ▪ DEnv, Environmental Science and Engineering, UC Los Angeles ▪ MPH, Environmental Health Sciences, UC Los Angeles ▪ BS, Biology, UC Riverside 	Technical liaison between public and private entities in the areas of water quality, public health, risk assessment, air quality, ecology, and hazardous waste management, and has been responsible for environmental assessment and field projects worldwide.
KIM HERKEWITZ GIS Manager <i>Role: GIS</i>	<ul style="list-style-type: none"> ▪ BS, Geography, Cal State Long Beach 	Significant experience combining and analyzing information from a variety of perspectives combining GIS with other applications such as Rhino 3D/RhinoTerrain, Mapbox/TileMill, and JavaScript/HTML5 to highlight crucial information and make it more accessible.
HALLEY GRUNDY Project Planner <i>Role: GIS/Visual Simulation</i>	<ul style="list-style-type: none"> ▪ BA, Architecture, Carnegie Mellon University 	Strong graphics skills help to communicate in a user-friendly manner that resonates with a broad audience ideas informed by a background in architecture and real estate development that are well grounded in the ins and outs of design as well as the reality of market constraints and opportunities.

Name, Title, Role	Education	Background/Experience Summary
SUBCONSULTANTS		
Linscott, Law & Greenspan		
CHRISTOPHER MENDIARA Associate Principal <i>Role: Transportation Planning, Parking Studies, Peer Review, Public Hearing Representation</i>	<ul style="list-style-type: none"> ▪ BA, Geography (Emphasis in Urban and Regional Analysis), San Diego State University 	<p>Has prepared or participated in the preparation of over 200 traffic studies for Master Plans, Redevelopment Plans, EIRs and various development projects including scope preparation, data collection and analysis, assessment of impacts on all modes of transportation, analysis of physical and operational mitigation measures, and report preparation. Also responsible for representing projects at public hearings and other public meetings.</p>
ROMÁN LOPEZ Transportation Planner II <i>Role: Transportation Planning</i>	<ul style="list-style-type: none"> ▪ Master of Public Policy, UC Los Angeles ▪ BA, Economics, University of Washington 	<p>Prepares and participates in the preparation of traffic impact studies and reports and their subsequent integration into Environmental Impact Reports, Statements and Assessments and has personally conducted studies throughout San Diego and Imperial Counties.</p>
ECORP Consulting		
LISA WESTWOOD, RPA Cultural Resources Specialist/ AB 52 Specialist <i>Role: Cultural Resources/ Tribal Consultation Specialist</i>	<ul style="list-style-type: none"> ▪ MA, Anthropology (Archaeology), Eastern New Mexico University ▪ BA, Anthropology, University of Iowa ▪ Registered Professional Archaeologist (RPA) #11692 ▪ San Diego County Approved Archaeologist 	<p>Expertise in archaeology and cultural resources law, and experience in CEQA/NEPA, permitting, and tribal consultation, with a focus on cultural resources policy and the negotiation and development of cultural resources compliance strategy for large master plans/specific plans, residential developments, and public sector projects. Also serves as a third-party mediator and negotiator between agencies, tribes, and the regulated community and their attorneys on several very high-profile and controversial projects in California. She contributed to the negotiation of the bill language in Assembly Bill 52 and subsequently developed an agency and planner training workshop that has been presented nearly 70 times throughout the state</p>
BRAD HALEY Senior Wildlife Biologist <i>Role: Biological Services Task Lead</i>	<ul style="list-style-type: none"> ▪ BA, Environmental Studies, University of Redlands ▪ CDFW Scientific Collecting Permit ▪ USFWS Recovery Permit for Listed Vernal Pool Branchiopods 	<p>Manages complex projects, effectively coordinates staff, conducts/ coordinates special-status species surveys, prepares Impact analyses, performs biological compliance mitigation and monitoring, and is adept at preparing Biological Technical Reports, Biological Assessments (BAs), Natural Environment Studies (NESSs), and the biological resources sections for CEQA and NEPA documents having a strong rapport with representatives of regulatory agencies and government entities.</p>
JOHN O'CONNOR Cultural Resources Specialist <i>Role: Technical Studies Support/Cultural Resources</i>	<ul style="list-style-type: none"> ▪ PhD candidate, Anthropology, University of Oregon (in progress) ▪ MA, Anthropology, University of Hawai'i at Mānoa ▪ BA (Highest Honors), Anthropology, University of Hawai'i at Mānoa ▪ Register of Professional Archaeologists (RPA# 36341398) ▪ California Historical Resources Information System (CHRIS) Authorized User 	<p>Has nine years of archaeological experience in North America and the Pacific Islands and has worked on professional and academic projects throughout California, Oregon, Hawaii, French Polynesia, and the Kingdom of Tonga with extensive archaeological field experience, including exploratory and inventory survey, feature mapping, subsurface testing, data recovery, artifact analysis, lithic analysis, remote sensing data capture, and geospatial data processing. Evaluates impacts to cultural resources for CEQA and NHPA Section 106 projects, the review of archaeological and ethnographic reports for agreement with Archaeological Resources Protection Act and American Indian Religious Freedom Act protocol, and the recovery and handling of cultural materials in accordance with Native American Graves Protection and Repatriation Act compliance recommendations.</p>

Full resumes for all staff can be provided upon request.

3. Methodology

CEQA/NEPA COMPLIANCE

Sometimes public agency personnel and CEQA/NEPA practitioners get mired in the details and forget to ask the most basic questions. For example, “Is the project a discretionary project subject to CEQA?” and “Is the activity categorically or statutory exempt or excluded from CEQA and/or NEPA?” Our methodical compliance approach to environmental regulations will ensure that unnecessary review and processes are not conducted for City of Lemon Grove projects. We will also review opportunities to streamline environmental review based on previous environmental documentation and/or approvals that may have been completed or through existing streamlining applications (CEQA Guidelines Article 12, *Special Situations*) and fairly new streamlining opportunities provided by Public Resources Code Sections 21083.3 and 21094.5.

Accurate environmental analysis and documentation cannot be prepared without the base of a good project description and understanding. Inherent in our approach to each project will be communication with City staff to obtain a clear, concise project description. Site visits are important and, where possible, this will include a site visit with the City’s representative. Similarly, a clear understanding of the project’s objectives and proposed schedule is critical.

Also key to our approach is assigning the appropriate staff to each project. This is important from a technical expertise standpoint, but also relative to level of experience. The most senior staff is not required for each task, and quality and accuracy of work completed by less experienced staff can be ensured by critical quality control review by supervisors.

Ongoing communication and responsiveness are critical for every project. Our typical approach is to assign a key day-to-day project manager for a project with a “back-up” assistant project manager or planner that is knowledgeable about the project and available if the project manager is unavailable. Our overall project manager for the City of Lemon Grove contract, Mark Teague, will be accountable and up-to-date on the status of each project that may be underway. He will coordinate with City staff and the CEQA/NEPA technical team to ensure that the CEQA process is smoothly executed, and that the technical analysis conforms to applicable federal, state, and local laws and regulations and meets the needs of responsible agencies, if appropriate.

Based on the type and complexity of the project, unusual environmental circumstances and constraints, and/or community opposition, PlaceWorks will work with the City to determine the most appropriate type of CEQA documentation: Exemption, (Mitigated) Negative Declaration, or Environmental Impact Report (EIR) and NEPA documentation, if appropriate. If appropriate, an Initial Study may be prepared to support a Notice of Exemption, (Mitigated) Negative Declaration, or Notice of Preparation of an EIR. The CEQA documentation will comply with Public Resources Code Sections 21000 et seq., and state CEQA Guidelines Sections 15000 et seq. PlaceWorks will be able to provide comprehensive production services and assist in the preparation of staff reports.

PlaceWorks' CEQA Documents Withstand Legal Challenges

CEQA is a cornerstone of California's environmental regulatory framework and has played a critical role in improving environmental quality. In recent years, projects statewide have seen a growing trend of litigation, in fact, the majority of challenges has occurred within the past 10 years. Most importantly, of the 26 total PlaceWorks-prepared CEQA documents that have been legally challenged, all of the completed cases have been upheld by the court (except for 4 settled cases, 1 for a proposed NFL stadium exempted by the court, and 1 pending, which we anticipate will be upheld).

This track record shows that during 40+ years in business, PlaceWorks cares about our clients' projects and maintaining our reputation.

DEFENSIBILITY

More and more, project opponents attempt to use challenges to environmental documentation and/or the process to delay or kill a project. It is our responsibility to ensure that the City of Rancho Cucamonga's projects are not hindered by successful challenges to CEQA and/or NEPA compliance. Review of documentation by our principals and in-house attorneys is built into our process. Moreover, PlaceWorks is diligent in staff education so that our environmental staff stay apprised of the constantly updated environmental requirements and statutes.

In addition to their 25+ and 20 years, respectively, of expertise as CEQA/NEPA professionals for virtually every type of project, senior advisors William Halligan and Nicole Morse are both environmental and land use attorneys. We are highly active in the Association of Environmental Professionals, and William Halligan currently serves as the Chair of AEP's legislative committee.

We provide in-depth CEQA/NEPA compliance management, legal oversight, and careful quality control, particularly when conducting third-party peer review. Whether coming in on a project to help resolve issues, reviewing team members' work, or serving as on-call staff at other agencies, we are skilled at reviewing the work of our peers and providing the compliance and quality control to ensure our clients' projects are successful.

QUALITY CONTROL

PlaceWorks has established a number of quality control and quality assurance procedures and protocols to ensure accuracy in our documents. We implement a tracking form that needs to be signed off for each stage of document review and production. Environmental documents cannot be reproduced until this form is signed by the project manager and project director. All documents are submitted to the firm's word processing center for standardized formatting and systematic checks. A technical editor reviews it for consistency, readability, grammar, and graphics or typographical errors. The project director reviews technical content and general format before it is sent back to the project manager.

Our reproduction staff produces and assembles documents in-house to ensure a higher level of quality control and reduced costs to our clients. After all revisions have been made and the final formatting completed, the document is printed, and production staff thumbs through it page by page to assure that no pages or figures are missing, and that formatting is consistent. Production staff makes the required number of copies and delivers them to the project manager, who has the ultimate responsibility for the quality of the document and ensuring that the environmental review process and the environmental documents satisfy the statutes and guidelines of CEQA and NEPA.

SCHEDULE ADHERENCE

Project schedules will be prepared for each project at the level of detail deemed necessary for project tracking and schedule adherence. We will work with staff to meet individual project objectives. Typically, we prepare MS Project schedules for each project. These schedules clearly highlight the critical path for a project and facilitate easy sharing and update by individual task. Additionally, detailed subtasks can be "collapsed" to generate less detailed project schedules for City personnel or decision makers who may not need or be interested in the minutiae of the project schedule and management.

COST CONTROL

Intrinsic to project efficiency and cost control are: appropriate staffing; schedule management and adherence; and accurate budget planning, tracking, reporting, and invoicing procedures. Costs are controlled when a project is completed efficiently and rework is not required.

PlaceWorks uses Deltek management and accounting software. Deltek allows each project manager to input staffing requirements at the level of detail required. For example, projected work can be input by weeks for short-term planning (e.g., 2–3 months) and by month (hours/week for the month) for a longer project. This allows us to manage workload to ensure that appropriate-level staff is available and busy on project tasks. For the City’s projects, Mark Teague will coordinate with Bill Halligan to assign the appropriate staff to each task. The Deltek system also projects the cost for each task based on the staffing plans. Any change to hours is automatically reflected in the budget information. Most importantly, Deltek facilitates “real time” budget status information. Based on the weekly entry of time, the project manager can provide the budget status by the level of detail entered for the project (typically for milestone tasks at a minimum). If required, time entry and information can be facilitated by Deltek.

Our use of MS Project scheduling for projects is also a key component of cost control. Adhering to project schedules avoids unnecessary and expensive extended project management and coordination time. Our in-house report production and distribution team also assist us in cost control for our projects. Environmental team members have years of experience specifically reproducing, distributing, noticing, and maintaining the records for CEQA and NEPA compliance.

4. Experience

OUR APPROACH TO ENVIRONMENTAL STUDIES

PlaceWorks' approach to environmental studies is summarized as the combining of creative problem solving, integrity, accuracy, and attention to detail. With this approach, environmental analysis is not simply the accounting of impacts, but also addresses serious environmental concerns and finds opportunities to solve problems. Environmental analysis is an integral part of the planning process that we believe belongs in any initial stages of project development.

Our obligations to our clients include the following:

- **Quality.** We value our reputation as a quality firm, providing quality products and services to quality clients. To maintain the highest levels, PlaceWorks exercises quality control procedures wherein all project staff actively take part in quality control.
- **Objectivity.** Our environmental review systems rely on objective, unbiased reporting. We take very seriously our role in producing clearly written, objective documents.
- **Professionalism.** Our clients deserve high-quality work—the type of work that comes from a team dedicated to getting the details right. Equally important, we strive to stay on the leading edge of our profession.
- **Defensibility.** CEQA is constantly changing through court interpretations, statutory amendments and amendments to the guidelines. PlaceWorks, and our in-house attorneys, closely track these changes to ensure that our environmental documents are legally adequate.
- **Timely Performance.** Criticisms of CEQA are often related to the amount of time needed to satisfy its requirements. We pride ourselves in our ability to apply the resources necessary to satisfy our commitments. Our current and prior clients are the best indication for our ability to perform.

PlaceWorks has over three decades in environmental planning and science, bringing technical expertise and a long-term perspective in shaping responses to the dynamic State and federal regulatory environment. Our in-house project managers, environmental planners, scientists, and attorneys have handled projects of virtually every size and type. We use our expertise to formulate workable plans and programs while remaining neutral and objective to ensure environmental documentation withstands legal scrutiny. We deliver comprehensive environmental services, and client satisfaction is our top priority.

CEQA EXPERTISE

PlaceWorks is one of the West Coast's leading environmental planning firms. We have provided environmental documentation to public and private sector clients for over four decades under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). Our projects include large-scale comprehensive planning efforts, site-specific developments, and infrastructure improvements. Our reputation is built on our consistent production of effective and defensible environmental documents. Our team of in-house attorneys and senior staff continually monitor and report on environmental legislation, case law, and policies to ensure our documents reflect the latest developments and can withstand legal scrutiny. We translate this expertise into a variety of publications—

"I have been thoroughly satisfied with their work on all projects on which we have been jointly involved and appreciate their professionalism and thoughtful guidance on complex issues. In addition to demonstrating a clear understanding of our needs, they have brought to bear a unique combination of public policy knowledge and private development expertise. Their commitment to the City is reflected in their quality of work, timely response, customized solutions to our challenges, and overall responsiveness. I consider them a close extension of our staff and highly recommend PlaceWorks."

— Barry Curtis
Formerly, City of Irvine



including our popular and multi award-winning publication, *A Practical Guide to CEQA*, and topical *PlaceViews* newsletters. These publications make the procedural and substantive requirements of CEQA accessible to cities' staff, decision makers, and the public.

INTEGRATED DISCIPLINES

PlaceWorks takes an integrated and holistic approach to our planning and environmental projects. We are one of the few firms in California that offer services in environmental review as well as comprehensive planning and design. An ability to view projects through the prism of community planning is one of our strengths and a valuable perspective. Our environmental planners have broad planning backgrounds, understand the regulatory and policy framework, and consistently work closely with our urban and policy planners on work efforts. We believe that environmental considerations inform the planning process, and our acclaimed work on hundreds of general, specific, and master plans speaks to the success of such efforts.

IN-HOUSE TECHNICAL EXPERTISE

PlaceWorks' scientists, engineers, designers, and other specialists are experts in the technical aspects of comprehensive environmental review, including air quality, greenhouse gases, noise and vibration, traffic, shade/shadow analysis, geology, hydrology and water quality. Our staff brings rigorous methodologies to bear on the evaluation process. In the context of increasing litigation of environmental documentation, we believe this expertise is critical to maintaining analytically thorough, defensible documents. Further, we are able to offer ancillary services to our clients, such as environmental due diligence and water quality permitting, drawing from the breadth of our in-house technical expertise.

SOLUTIONS-ORIENTED FOCUS

Environmental analysis is not simply the accounting of impacts, but should address serious environmental concerns by anticipating issues and proactively working to solve problems. PlaceWorks' approach combines problem solving, accuracy, and attention to detail. We consider each project objectively and work with our clients to develop workable plans and programs. We find the most effective solutions often involve early input into the building design process so that measures can be incorporated as project features to lessen environmental impacts.

ON-CALL ENVIRONMENTAL MASTER AGREEMENTS

PlaceWorks has built strong relationships with many clients and prepared hundreds of CEQA/NEPA documents through our on-call environmental and planning services (most of which are multi-repeat contracts) contracts, including the following shown in this partial list:

- Coronado
- Solana Beach
- City of San Diego
- Laguna Beach
- Laguna Hills
- San Juan Capistrano
- Santa Ana
- Stanton
- Westminster
- Los Angeles, City Planning
- Los Angeles, Recreation & Parks
- Los Angeles, Regional Planning
- Los Angeles County, CAO's Office
- Los Angeles County Metropolitan Transportation Commission
- Los Angeles Unified School District
- Orange County Public Works
- Claremont
- Anaheim
- Colton
- Industry
- Irvine
- Pasadena
- Pomona
- Stockton
- Wildomar

In addition, we have worked with several private-sector clients to usher projects and applications through the development review process—plan review, environmental documentation, preparation of staff reports and attendance at public hearings, and other tasks as needed to process development projects.

TECHNICAL STUDIES

Air Quality, Greenhouse Gas Emissions, and Health Risk Assessments



Air Quality/GHG and Health Risk Assessment Services

- Air Quality and Greenhouse Gas Emission Inventories
- Rule 9510 Air Impact Assessments (AIA)
- Localized Dispersion Modeling
- Health Risk Assessments
- Air Pollution Permits
- Climate Action/Greenhouse Gas Reduction Plans
- Carbon Monoxide (CO) Hot Spot Analyses
- Odor Analyses
- Air Quality Conformity Reports
- Vapor Intrusion Analyses
- Third-Party Environmental Adequacy Reviews

PlaceWorks stays on top of the changing circumstances of air quality, health risk, GHG modeling, and their thresholds. We have a strong technical grasp of modeling tools and protocols available for quantifying air quality and GHG emissions, including EMFAC (and EMFAC2014), CalEEMod, ISCST3/AERMOD, HARP, Off-Road (including off-road source categories), Caline, Landfill Emissions Model, and WARM models and data from the California Energy Commission, CARB, and the Energy Information Administration. We beta tested the CalEEMod emissions inventory model for SCAQMD, including the recent version, CalEEMod 2016.3.1; helped develop the CEQA GHG significance thresholds for the San Joaquin Valley Air Pollution Control District; and created a Climate Action Plan (CAP) Consistency Checklist for the City of Cupertino. We were involved with the County of San Diego consultant discussion on GHG thresholds in light of *Center for Biological Diversity v. California Department of Fish and Wildlife*, which culminated in the county's 2016 Climate Change Analysis Guidance for climate change impacts in CEQA documents.

We have extensive knowledge of the CEQA regulatory process and impact assessment methodologies established by the EPA, ICLEI, and other air quality management districts as well as the Office of Environment Health Hazards Assessment's Air Toxics Hot Spots Program Guidance Manual for the Preparation of Risk Assessments, which was adopted March 6, 2015. We are on top of the changing environment at the state level and local city dynamics.

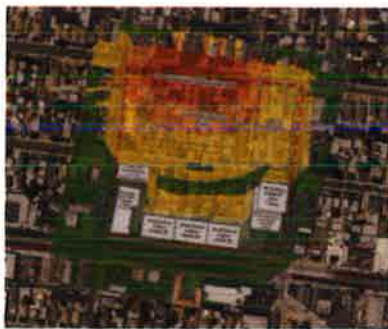
PlaceWorks' technical staff has presented at conferences for the American Planning Association, Association of Environmental Professionals (AEP), Urban Land Institute, and other organizations, and our staff includes members of AEP's Climate Change Committee. They have assisted in the development of white papers on baseline GHG emissions inventories, forecasting GHG emissions inventories, establishing GHG reduction targets for general plans and GHG reduction planning, and most recently, a white paper on establishing GHG reduction targets and thresholds for post-2020 GHG emissions analyses. PlaceWorks is also familiar with the California Air Pollution Control Officers Association's (CAPCOA) Quantifying Greenhouse Gas Mitigation Measures, which it has regularly applied to community GHG emissions forecasts for the transportation sector.

Noise and Vibration Assessments

With more demand for large, multifamily housing projects, mixed-use developments, and repurposed facilities, the increased overlap of residential and industrial land uses seems unavoidable. The need to address noise and vibration during the planning, engineering, and start-up stages of a project is more important than ever.

PlaceWorks' principals, engineers, and noise specialists have extensive experience in applied engineering acoustics and industrial noise control. Our library of investigative software includes commercial packages such as SoundPLAN as well as powerful in-house, proprietary analysis models to evaluate every possible noise condition.

PlaceWorks uses the SoundPlan Model to assess noise levels and display the results in noise contours. This model takes into account varying terrain types, building attenuation, and other factors. The resulting color-coded contour map is far more informative than tables of results because it shows the geographic extent of the generated noise. When laid over an aerial map, the noise contours developed by this model illustrate noise exposure and magnitude at surrounding residences.



Environmental Impact Assessment

- Baseline Conditions Surveys
- Noise Source Identification
- Predictive Computer Modeling
- Regulation & Criteria Review
- Environmental Impact Documents
- Mitigation Recommendations
- Code Enforcement Evaluations
- Public Hearing/Workshop Support
- Legal Support / Expert Testimony

Noise Control

- Community Noise Monitoring
- Predictive Computer Modeling (SoundPLAN, in-house models)
- Engineering Design Support
- Equipment Emissions Evaluations
- Develop Noise Limit Specifications
- Worker Health & Safety Assessments
- Retrofit Noise Abatement Evaluations
- Compliance Verification Surveys
- Roadway/Railway Noise Analyses
- Transit Noise & Vibration Evaluations
- Predictive Computer Modeling (TNM, FTA, RCNM, FRA, etc.)
- Prepare Soundwall/Barrier Designs
- Evaluate Noise Abatement Methods

Architectural/Building Acoustics

- Partition Isolation Evaluations
- Sound/Vibration Intrusion Measurements
- Room Acoustics Testing (FSTC, FIIC, NC, NRC, and RT60)
- Emergency Alerting Evaluations (NFPA 72-2010)
- Mechanical / Plumbing Systems Evaluations

Vibration Evaluations

- Evaluate Annoyance Responses
- Assess Disruption of Vibration-Sensitive Operations
- Develop Construction Vibration Mitigation Plans

Traffic and Parking Studies

PlaceWorks' transportation engineers and planners combine technical traffic and parking expertise with a deep understanding of regulatory requirements under CEQA to prepare defensible transportation analyses to support planning and development projects. From access studies to comprehensive traffic impact analyses for land use developments and schools, PlaceWorks has successfully supported its clients with defensible analysis while being responsive to clients' needs using up-to-date methodologies and traffic simulation tools. Our unique understanding of CEQA and the development process drives us to address not only vehicular traffic but also to analyze alternative modes of travel. PlaceWorks is closely following the developments of SB 743, which will dramatically change how transportation impacts for projects are evaluated. Transportation planning services include:

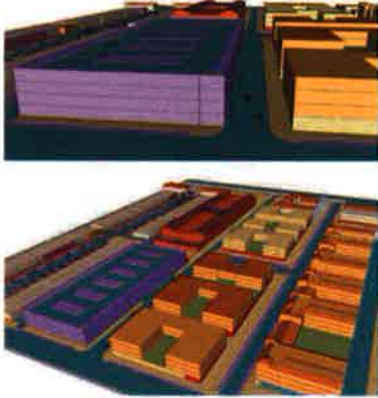
- Traffic Impact Analyses
- Trip Generation Studies
- School Transportation Planning
- Site Access and Circulation
- Parking Demand Studies
- Parking Management Plans

Geology/Soils and Environmental Site Assessments

Our professionally licensed geologists frequently supplement analyses with expert input on geophysically challenged projects. The range of specialized, in-house expertise is diverse, embracing various aspects of hydrogeology, slope stability, contaminant fate and migration, aerial photograph review and interpretation, erosion control, and grading.

PlaceWorks offers services that combine site assessment and environmental engineering. Our staff is expert in a variety of fields and includes environmental scientists, licensed professional engineers and geologists, and experienced environmental assessors. PlaceWorks understands the strengths and limitations of remedial technologies and relies on numerous tools to provide innovative, practical, and cost-effective solutions—risk assessment, modeling, treatability studies, negotiation, and practical know-how. Our ability to understand and apply regulatory and political closure requirements and to succinctly describe complex data sets allows us to prepare closure documents that are understandable, compliant, and trusted by local regulators and communities.





Visual Simulations

PlaceWorks has skilled staff who prepare graphics for visual impact analyses that help identify opportunities and constraints of existing conditions and proposed projects, both onsite and in the surrounding environment. Physical changes to an area as a result of proposed project alternatives, and the resulting change in appearance are identified, documented, and assessed in terms of their visual impact. Field studies are also conducted to determine potentially affected viewer groups within and near the project limits. Visual simulations and graphics are used to assess the potential visual impacts of the project, including any blocking or disruption of scenic views or vistas, damage or removal of any recognized scenic resources, substantially altered visual quality or visual character within the project limits, or creation of a substantial new source of light or glare.

- Shade and shadow analyses
- Lighting analyses
- Photorealistic and rendered view simulations
- Digital 3D modeling and animations of topographic grading, buildings, streets, and landscapes

Hydrology/Water Quality Studies and Water Supply Assessments

PlaceWorks has qualified stormwater pollution prevention plan developers and practitioners (QSD/QSPs) with many years of experience with:

- Stormwater pollution prevention plans (SWPPPs)
- Water quality management plans (WQMPs)
- Water supply assessments
- Post-construction stormwater operation and maintenance plans
- Designing low impact development (LID) and best management practices (BMPs) into site design
- Stormwater runoff modeling: pre- and post-development conditions
- Peer reviewing hydrology reports prepared by other consultants
- Determining reductions in peak flow rates with implementation of site LIDs and BMPs
- Storm sewer system design for projects of 10 acres or less

REFERENCES

Client Name & Project Location	Contact Name & Tel & Email	Projects	Key Staff Involved
PLACEWORKS			
City of San Diego	Laura Black, AICP Deputy Director, Long Range Planning 619.533.4549 lblack@sandiego.gov	<ul style="list-style-type: none"> ▪ Fiesta Island-Mission Bay Park Master Plan EIR ▪ Morena Corridor Specific Plan and EIR ▪ De Anza Cove Development Plan and EIR 	Peterson, Teague, Gelbman, Kim, Paul, Vermilion, Carman, Sotelo, Bush
City of Anaheim	Susan Kim, AICP, LEED AP Principal Planner Community Development 714.765.4958 skim@anaheim.net	<p>On-Call Environmental Services. More than 6 dozen projects since 2006, including:</p> <ul style="list-style-type: none"> ▪ Beach Boulevard Corridor Specific Plan EIR ▪ Anaheim Plaza Hotel Addenda ▪ La Palma Village IS/MND ▪ Honda Center Enhancement EIR ▪ Anaheim Canyon Specific Plan EIR ▪ Kaiser Permanente Medical Center EIR ▪ Platinum Triangle EIR ▪ Anaheim General Plan and EIR 	Halligan, Morse, Kim, Vermilion, Carman, Sotelo, Bush, Kain
City of Irvine	William Jacobs, AICP Principal Planner 949.724.6521 bjacobs@ci.irvine.ca.us	<p>On-Call Environmental Services. More than 5 dozen projects since 2006, including:</p> <ul style="list-style-type: none"> ▪ Irvine CEQA Manual ▪ Irvine Business Complex Visioning and EIR ▪ Irvine General Plan and EIR ▪ Planning Areas 18 and 39 EIR ▪ Shady Creek Memorial EIR ▪ Avalon Jamboree Subsequent EIR 	Halligan, Morse, Kim, Vermilion, Carman, Sotelo, Bush, Kain
City of Coronado	William Cecil Capital Projects Manager 619.522.7314 bcecil@coronado.ca.us	<ul style="list-style-type: none"> ▪ Coronado Beach Restroom EIR ▪ Coronado Gateway 	Teague, Peterson
City of Solana Beach	Leslea Meyerhoff, AICP 760.804.9144 lmeyerhoff@cosb.org	<ul style="list-style-type: none"> ▪ Solana Beach Senior Care Specific Plan EIR ▪ CEQA for Solana Beach Dog Park 	Teague, Paul

SUBCONSULTANTS

Client Name & Project Location	Contact Name & Tel & Email	Project Description
Linscott, Law & Greenspan		
City of Escondido	Jay Petrek, AICP Principal Planner 760.839.4556 jpetrek@ci.escondido.ca.us	Complete Streets Assessment Report to set a strategic vision for Escondido and identify innovative & highly effective recommendations to promote active transportation in the City. LLG conducted comprehensive review of the existing policies, gathered community input, evaluated connections between major destinations and other bicycle, pedestrian and transit facilities, coordinated and integrated with the general plan; evaluated bicycle facilities, vehicular parking, traffic calming measure, bicycle parking; collected bicycle/pedestrian data and mode choice information, VMT and SOV trip reduction, bike sharing and bicycle parking for the City and the City's Downtown Core Village separately. LLG conducted a comprehensive review of City's policies, goals and standards, and proposed more than 100 innovative policies to provide a balanced multimodal transportation network with context-sensitive solutions throughout the City.

Client Name & Project Location	Contact Name & Tel & Email	Project Description
City of National City <ul style="list-style-type: none"> ▪ National City S.M.A.R.T. Foundation 	Steve Manganiello Director of Public Works 619.336.4380 smanganiello@nationalcityca.gov	LLG provided recommendations to enhance neighborhoods in the City of National City by providing improved pedestrian and bicyclist access and by providing suggested routes to school improvements. The project is funded by a Community-Based Transportation Planning Grant (CBTP) that supports livable communities, Smart Growth land-use and transportation planning, long-term economic development, multimodal linkages between jobs and housing, commute alternatives, and safe pedestrian and bicycle travel. The project is a part of the National City S.M.A.R.T. Foundation (Safe, Multi-modal, Accessible Routes to Transit, Work, School, Services and Recreation), which is based upon improvements to the walkability and bikeability of a community.
University of California, San Diego <ul style="list-style-type: none"> ▪ Long-Range Development Plan ▪ Vehicle Miles Traveled Analysis 	Cathy Presmyk Assistant Director of Environmental Planning 858.534.3860 cpresmyk@ucsd.edu	A comprehensive transportation review was conducted for the UC San Diego Long-Range Development Plan (LRDP) which guides the physical development of the campus through the horizon year of 2035. The Transportation Impact Study evaluated the LRDP's potential vehicular impacts based on the currently adopted guidelines which focus on Automobile Delay (or Level of Service). The study analyzed seventy (70) intersections, sixty-two (62) street segments, ten (10) freeway mainline segments, and thirteen (13) ramp meter locations within the University City community. Existing, Near-Term and Long-Term conditions were reviewed. An extensive Vehicle Miles Traveled (VMT) analysis was completed for this Plan that reviewed potential VMT impacts as proposed by the California Governor's Office of Planning and Research (OPR) to implement SB 743.
ECORP Consulting		
City of Carlsbad <ul style="list-style-type: none"> ▪ City of Carlsbad Tribal, Cultural, and Paleontological Resources Guidelines 	Teri Delcamp Principal Planner 760.602.4611 teri.delcamp@carlsbadca.gov	Developed through consultation with tribes, industry professionals, City, and the public to include a standardized set of procedures by which the City takes into account the impacts of projects to cultural, tribal, and paleontological resources in a manner that weaves together all of the various regulatory and legal requirements within which the City operates. The Guidelines are written so that both technical and non-technical staff including consultants, tribes, planners, and developers, can gain a clear understanding of cultural requirements. The Guidelines include a list of standardized mitigation and treatment measures that have been mutually agreed upon by the City, stakeholders, tribe, and the public through an intensive review process.
City of Poway <ul style="list-style-type: none"> ▪ Annual Channel Maintenance Program 	Melody Rocco, PE Senior Civil Engineer 858.668.4622 MRocco@poway.org	Biological and Regulatory support for a program that maintains storm water conveyance within 4.8 miles of flood control channels to minimize potential flooding and as a form of vector control under a USACE Regional General Permit. Provided biological surveys, monitoring, and reporting services in support of the Program.
City of Poway <ul style="list-style-type: none"> ▪ Martincoit Road Sewer Upsize 	Brian Banzuelo, PE, QSD Project Manager 858.668.4623 bbanzuelo@poway.org	Biological and Cultural Resources Technical Studies and Regulatory Support for Project that consists of replacing and upsizing approximately 4,840 feet of sewer pipe in urban, residential, riparian, and open space areas. Coordinated with engineer to develop the least environmentally damaging approaches to construction work. Also assisted the City with various on-call tasks. For example, performed general biological constraints surveys for emergency maintenance tasks, nesting bird surveys for unanticipated maintenance tasks, assistance with environmental permitting, and agency consultation in support of program continuance.

RELEVANT PROJECTS

FIESTA ISLAND-MISSION BAY PARK EIR | A Man-Made Island as Park

City of San Diego

PlaceWorks prepared an update, amendment, and environmental impact report for the Fiesta Island Precise Plan, which is part of the Mission Bay Master Plan. This man-made island in Mission Bay—home to the annual “Over the Line” sporting event that includes bicycle races, swimming, horseback riding, and camping—is envisioned as a regional park space with both active and passive facilities. The primary reason for amending the plan is to support an off-leash dog park that would be the largest in the nation.



The original planning for this project began in 2006 with another firm, but it was placed on hold until PlaceWorks was awarded the 2016 contract to restart it. Because of the controversy surrounding the initial planning of the park, the EIR evaluates two different designs at the same level throughout the document.

SOLANA DOG BEACH NOE | Solana Beach Zoning Amendment

City of Solana Beach

Amid community opposition and project supporters, PlaceWorks prepared a notice of exemption under a Class 5 categorical exemption, Minor Alterations in Land Use Limitations, to allow dog access on the entire length of city beaches. When connected to the two existing dog beaches immediately north and south of the city, this would create a six-mile dog beach. The city’s beaches consist of sandy beaches under cliffs, adjacent landscaping, life guard towers, beach access stairways, and tide pools. Several technical memoranda supported the NOE.



Biological Resources Report. Because of existing regular disturbance by pedestrians and vehicles, dog access would not impact sensitive vegetation communities, plant species, or animal species.

Water Quality Technical Assessment. With the proper handling of dog waste, the water quality at city beaches would not be compromised.

Noise Evaluation. The nearest residences are separated by a 60- to 80-foot cliff; noise from dogs barking and people shouting would not be substantial, nor would additional vehicles.

Traffic Assessment. Using data from surveys at dog beaches to the north and south, PlaceWorks determined that beach patrons with

MORENA CORRIDOR SPECIFIC PLAN AND EIR | “A Refined TOD Planning and Development Program

City of San Diego

The Morena Corridor Specific Plan—a transit-oriented specific plan along Morena Boulevard in San Diego—facilitates reinvestment and development of a post-World War II suburban character neighborhood to support two future light rail stations. PlaceWorks managed the specific plan and EIR, which are actually the second phase of what was expected to be a two-phase process. However, when the first phase failed amid an explosion of public opposition, PlaceWorks was called in to start from scratch and prepare a refined planning and development program that would effectively facilitate redevelopment of the project area.



The greatest challenges were erasing the negative impressions made by poor planning concepts and products and navigating the sea of mistrust engendered during the first phase. PlaceWorks managed an extensive public outreach program that included ample opportunities for community feedback and other public input. The project ultimately encompassed preparation of a specific plan with site design concepts and illustratives, visual simulations, new development standards and design guidelines, and an altogether new mobility network as well as an EIR and supporting technical studies.

ONLINE CEQA TRAINING | Practical Instruction from Experts

University of California San Diego

PlaceWorks was invited to assist in the curriculum for the University of California, San Diego Extension’s CEQA Certificate Program. Far ahead of other higher education programs, the university recognized an unmet need for practical CEQA instruction in higher education, and this is the first and only program of its kind in California. It gives students a unique opportunity to learn about the CEQA process in an extended and highly structured academic setting. The certificate program requires completion of two core classes and two advanced elective courses.



PlaceWorks developed the syllabus for “Writing Effective CEQA Documents,” and we have been instructing this online course in the Fall 2017 and Winter 2018 semesters. The course teaches students from a wide range of professional and educational backgrounds how to prepare technically compliant, legally defensible, and high quality environmental documents.

PlaceWorks’ environmental team members share their real world CEQA expertise with both aspiring and existing professionals in the private and public sectors—planners, environmental scientists, engineers, architects, project managers, and decision-makers. This highly interactive course, with an online “discussion board” and email feedback from instructors, gives students ample access to PlaceWorks’ CEQA experts.

GLORIETTA BAY DOCK INITIAL STUDY/MND | Environmental Issues by the Bay

City of Coronado



PlaceWorks prepared an IS/MND for two projects in Glorietta Bay. The first component entailed replacing an existing dock to meet current standards of the American with Disabilities Act and California Department of Boating and Waterways. Due to requirements for wider paths and waterways, the footprint of the reconstructed facility

encroached into an area designated “Open Bay.” The encroached area contains eel grass, which would be dredged and, depending on its quality, either disposed of in an appropriate landfill or reused at an existing eel grass mitigation area in the bay.

The second component for boat launch facilities included improving the boat wash catch basin system with a sand separator that would be connected to the sanitary sewer system; regrading and repaving the parking lot to direct runoff into the catch basin and maximize the number of parking stalls; replacing the headwall leading to the gangway/dock; and repairing existing riprap. The area north of the boat launch ramp would be cleared of riprap and developed as a small sandy beach to allow nonmotor watercrafts to access the bay.

The Initial Study analyzed two different options, and the City Council considered the impacts of each. The initial study was amended to reflect the preferred option and released for public review.

ON-CALL ENVIRONMENTAL SERVICES | Easing the Transition from Greenfields to Infill

City of Irvine

Incorporated in 1971, the City of Irvine is transitioning from greenfield to infill development. Since 2004 PlaceWorks has been assisting the city with this transition under repeat master service agreements. Our successful collaborative efforts include:



- Third-party peer review of a human health risk assessment (HHRA) for two new Montessori schools.
- Third-party peer review of site assessment documents from a wide range of projects—from single apartment buildings to Heritage Fields, District 3 (part of former El Toro Marine Corps Air Station). Assessments include Phase I environmental site assessments, soil sampling reports, HHRAs, and soil cleanup work plans.
- Streamlining the city’s CEQA process by creating a single guidance manual to optimize the efficiency, flexibility, and defensibility of the CEQA process. This document received a 2014 Merit Award for an Environmental Resource Document from the California Association of Environmental Professionals.
- General plan update that is currently completing studies and extensive public outreach in anticipation of the associated EIR. The goal is to maintain long-term competitiveness for the city while improving key community services.

THE PLATINUM TRIANGLE EIR | Anaheim’s Urban Community

City of Anaheim

The Platinum Triangle is home to such landmarks as Angel Stadium, Honda Center, and the Grove of Anaheim. The Platinum Triangle Master Plan is part of an effort to attract residents and businesses, making Anaheim a desirable urban community as well as a popular vacation spot. The Subsequent Environmental Impact Report No. 2



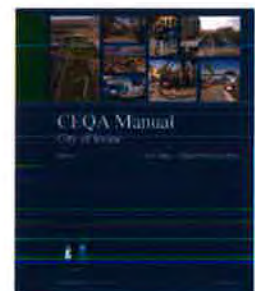
analyzes proposed amendments to the Anaheim General Plan and to the Platinum Triangle Mixed-Use Overlay Zone and Master Land Use Plan that will increase allowable residential, office, and commercial space. The master plan envisions the development of the Anaheim Regional Transportation Intermodal Center, which would complement local urban communities such as A-Town and The Gene Autry Experience by providing alternative transportation and making Anaheim a hub of Southern California. The increased intensity has the potential to impact public services, traffic, and utilities, which are thoroughly analyzed in the EIR.

IRVINE CEQA MANUAL | “One Stop Shop” for CEQA Practitioners

City of Irvine

PlaceWorks assisted the City of Irvine with a streamlined guidance manual that:

- Ensures the quality, accuracy, and completeness of environmental documents.
- Provides a framework for consistent review of projects.
- Establishes a uniform environmental review process.



The project team updated and consolidated the city’s CEQA procedures and technical guidelines into a single resource document. Input from developers, business owners, and representatives of almost every city department went into the creation of this one-stop shop of CEQA procedures, guidelines, thresholds, and methodology for city staff and consultants. The manual’s meticulous organization into three sections imposes clarity on a sometimes fiendishly confusing process and optimizes the efficiency, flexibility, and defensibility of the CEQA process for the city.

Since 2004 PlaceWorks has provided on-call CEQA services to the City of Irvine under repeat, multi-year contracts. To date, we have provided all levels of CEQA documentation and third party peer review for more than four dozen projects. The CEQA Manual is one such project.

5. Fee Schedule


Per the instructions in the RFQ, our fee schedule and those of our proposed subconsultants are provided in a separately sealed packet.

6. Agreement Review

PlaceWorks has reviewed the City's Professional Services Agreement and we are willing to sign the agreement as is.

7. Insurance Requirements

On the following page is a sample certificate of insurance demonstrating PlaceWorks' ability to comply with the insurance requirements specified in RFQ Attachment A - Professional Services Agreement.

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 11/29/2018		
<p>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.</p>						
<p>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).</p>						
PRODUCER Marsh Risk & Insurance Services 17901 Von Karman Avenue, Suite 1100 (949) 399-5800; License #0437153 Irvine, CA 92614 Alt: NewportBeach.CertRequest@marsh.com F: 212-948-4323 CN115158923-01-18-19			CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL: ADDRESS:			
INSURED PlaceWorks, Inc Dba: The Planning Center Design Community & Enloment 3 MacArthur Place, Suite 1100 Santa Ana, CA 92707			INSURER(S) AFFORDING COVERAGE		NAIC #	
			INSURER A: Crum & Foster Specialty Insurance Co		44520	
			INSURER B: Travelers Property Casualty Company Of America		25674	
			INSURER C:			
			INSURER D:			
			INSURER E:			
			INSURER F:			
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
		LOS-002412806-01				
<p>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.</p>						
INBR LTR	TYPE OF INSURANCE	ADDL SUBR BRD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI & PD Ded. \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		EPK122995	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ex minimums) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPIOP AGG \$ 5,000,000 Contractors Pollution \$ 5,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BA7E37816718CAG	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coil Deductibles \$ 1,000 EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$ \$ \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	UB7K7286761843G	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> Errors & Omissions-Claims Made Retro Dates: See 2nd Page		EPK122995	07/01/2018	07/01/2019	Each Claim/Aggregate 5,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
CERTIFICATE HOLDER			CANCELLATION			
			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 of Marsh Risk & Insurance Services Rosalynda Martinez <i>R. Martinez</i>			
© 1988-2016 ACORD CORPORATION. All rights reserved.						
ACORD 25 (2016/03)		The ACORD name and logo are registered marks of ACORD				



PlaceWorks – 2018 Standard Fee Schedule

STAFF LEVEL	HOURLY BILL RATE
Principal	\$195–\$335
Associate Principal	\$180–\$230
Senior Associate/Senior Scientist	\$150–\$230
Associate/Scientist	\$120–\$180
Project Planner/Project Scientist	\$95–\$135
Planner/Assistant Scientist	\$85–\$110
Graphics Specialist	\$65–\$160
Clerical/Word Processing	\$45–\$180
Intern	\$65–\$95

Subconsultants are billed at cost plus 10%.

Mileage reimbursement rate is the standard IRS-approved rate.

Last Update: 03/19/18

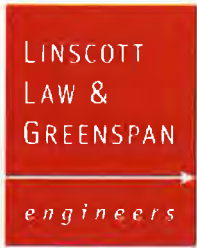
PlaceWorks – In House Production Costs

Item		Cost
Color Prints (to the HP 9500s on heavier HP paper)	8½" x 11"	1.25/pg.
	8½" x 14"	1.25/pg.
	11" x 17"	2.50/pg.
B&W Copies	8½" x 11"	.10/pg.
	8½" x 14"	.10/pg.
	11" x 17"	.20/pg.
Color Copies	8½" x 11"	.80/pg.
	8½" x 14"	.80/pg.
	11" x 17"	1.60/pg.
Large Format Printing - Plotter (Black & White)		0.75/sq. ft.
Large Format Printing - Plotter (Color)		10.00/sq. ft.
Large Format Scanning (Color or Black & White)		4.00/sq. ft.
High-Speed Scanning to PDF File(s)	Black & White or Color	8½" x 11" .10/pg.
		8½" x 14" .10/pg.
		11" x 17" .20/pg.
Folding – Z-fold (e.g., figures)		No Charge
Collating, removing slipsheets, inserting figures		
Comb binding pieces		
Heavy-duty mylar covers (GBC presentation covers) heavyweight		
CD-ROMs	Supplying CD, copying data, printing/applying standard labels	\$10.00/ea.
	Special Labels and/or Covers (printing, applying, cutting, inserting)	Labor at \$70/hr.

NOTES:

- 1) A copy equals a side (a double-sided page counts as two copies)
- 2) Costs of special supplies (e.g., 3-ring binders; direct-print index tabs) will be charged to the project with markup.
- 3) All reimbursable expenses are billed at cost plus 10%.

FEE SCHEDULE



Effective January 1, 2018

<u>TITLE</u>	<u>PER HOUR</u>
<i>Principals</i>	
Principal	\$ 255.00
Associate Principal.....	\$ 229.00
Planning/Design Manager.....	\$ 213.00
<i>Transportation Engineers</i>	
Senior Transportation Engineer	\$ 189.00
Transportation Engineer III.....	\$ 167.00
Transportation Engineer II.....	\$ 141.00
Transportation Engineer I	\$ 121.00
<i>Transportation Planners</i>	
Senior Transportation Planner	\$ 167.00
Transportation Planner III.....	\$ 141.00
Transportation Planner II	\$ 121.00
Transportation Planner I	\$ 108.00
<i>Technical Support</i>	
Engineering Associate II.....	\$ 120.00
Engineering Associate I.....	\$ 116.00
Engineering Computer Analyst II.....	\$ 114.00
Engineering Computer Analyst I.....	\$ 90.00
Senior CADD Drafter	\$ 116.00
CADD Drafter III.....	\$ 108.00
CADD Drafter II	\$ 95.00
CADD Drafter I	\$ 82.00
Senior Engineering Technician.....	\$ 116.00
Engineering Technician II.....	\$ 108.00
Engineering Technician I.....	\$ 82.00
Word Processor/Secretary	\$ 76.00
Engineering Aide I.....	\$ 58.00

Engineers & Planners
Traffic
Transportation
Parking

Linscott, Law & Greenspan, Engineers
20931 Burbank Boulevard
Suite C
Woodland Hills, CA 91367
818.835.8648 T
818.835.8649 F
www.llgengineers.com

Pasadena
Irvine
San Diego
Woodland Hills

Philip M. Linscott, PE (1924-2000)
Jack M. Greenspan, PE (Ret.)
William A. Law, PE (Ret.)
Paul W. Wilkinson, PE
John P. Keating, PE
David S. Shender, PE
John A. Boarman, PE
Clara M. Look-Jaeger, PE
Richard E. Barretto, PE
Keil D. Maberry, PE

Public Hearing and litigation support may be charged at 125% of the base rate. Consultation in connection with litigation and Court appearances will be quoted separately.

Project-related mileage will be billed at the prevailing standard mileage rate as determined by the IRS. Subcontractors and other project-related expenses will be billed at cost plus 15%.

The above schedule is for straight time. Overtime will be charged at 1.50 times the standard hourly rates. Interim and/or monthly statements will be presented for completed work. These will be due and payable upon presentation unless prior arrangements are made. A finance charge of 1.5% may be charged each month on the unpaid balance.

ECORP Consulting, Inc. Schedule of Hourly Fees

Position	Hourly Rate
Program Manager	\$200.00
QA/QC Manager	\$195.00
Principal Environmental Analyst (CEQA/NEPA)	\$200.00
Senior Environmental Analyst (CEQA/NEPA)	\$185.00
Staff Environmental Analyst (CEQA/NEPA)	\$125.00
Associate Environmental Analyst (CEQA/NEPA)	\$110.00
Assistant Environmental Analyst (CEQA/NEPA)	\$90.00
Principal Biologist	\$200.00
Senior Biologist	\$160.00
Staff Biologist	\$125.00
Associate Biologist	\$100.00
Assistant Biologist	\$90.00
Biological Technician	\$85.00
Principal Botanist/Habitat Restoration	\$155.00
Senior Botanist/Habitat Restoration	\$140.00
Assistant Botanist/Habitat Restoration	\$100.00
Cultural Resources Principal Investigator	\$185.00
Senior Cultural Specialist/Historian/Lab/Field Director	\$145.00
Cultural Resources Crew Chief	\$115.00
Cultural Resources Field Technician	\$90.00
Principal GIS/CADD/Graphics Specialist	\$160.00
Senior GIS/CADD Specialist	\$145.00
GIS/CADD Technician	\$100.00
Graphics Specialist	\$145.00
Senior Project Accountant/Contracts	\$170.00
Associate Project Accountant/Contracts	\$105.00
Production Coordinator/Proof Reader	\$100.00
Associate Word Processor	\$95.00
Clerical	\$95.00

Expense Reimbursement/Other:

1. Reproduction, equipment and other direct expenses are reimbursed at cost plus a 14-percent administrative handling charge (excluding mileage and per diem).
2. Subcontractor expenses are reimbursed at cost plus a 12-percent administrative handling charge.
3. Mileage is reimbursed at the current IRS rate.
4. Rental vehicles will be charged at the current standard daily rate, typically \$100 per day.
5. Per Diem, depending upon geography, may be charged if overnight stays are required.
6. Expert Witness Testimony, including Depositions, is billed at time and a half.
7. Hourly rates will escalate at a rate of 3% per annum.

**AGREEMENT
BY AND BETWEEN
THE CITY OF LEMON GROVE
AND
SUMMIT FINANCIAL GROUP**

THIS AGREEMENT is entered into this [DAY] of [MONTH] 2019, by and between the CITY OF LEMON GROVE, a municipal corporation (the "CITY"), and SUMMIT FINANCIAL GROUP, an Environmental Impact Assessment and Project Management services provider (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY desires to employ a CONTRACTOR to provide On-Call CEQA Consulting Services.

WHEREAS, the CITY has determined that the CONTRACTOR is a Environmental Impact Assessment and Project Management services provider, and is qualified by experience and ability to perform the services as an on-call basis desired by the CITY, and the CONTRACTOR is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONTRACTOR.** The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services hereinafter set forth in accordance with all terms and conditions contained herein.

The CONTRACTOR represents that all services required hereunder will be performed directly by the CONTRACTOR or under direct supervision of the CONTRACTOR.

2. **SCOPE OF SERVICES.** The CONTRACTOR will perform services as set forth in the attached Exhibit "A" and in accordance with the attached Exhibit "B."

The CONTRACTOR shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONTRACTOR shall appear at meetings cited in Exhibit "A" to keep staff and City Council advised of the progress on the project.

The CITY may unilaterally, or upon request from the CONTRACTOR, from time to time reduce or increase the Scope of Services to be performed by the CONTRACTOR under this Agreement. Upon doing so, the CITY and the CONTRACTOR agree to meet in good faith and confer for the purpose of negotiating a

corresponding reduction or increase in the compensation associated with said change in services, not to exceed the total amount of thirty thousand dollars (\$30,000).

3. **PROJECT COORDINATION AND SUPERVISION.**

The City Manager, Lydia Romero, hereby is designated as the Project Manager for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR.

4. **COMPENSATION AND PAYMENT.** The compensation for the CONTRACTOR shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed two thousand five hundred (\$2,500) (the Base amount) without prior written authorization from the City Manager. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A" as determined by the CITY.

The CONTRACTOR shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY and for furnishing of copies to the CITY, if requested.

5. **LENGTH OF AGREEMENT.** This Agreement will end March, 01, 2022, with the option to extend for an additional twelve (12) months until March 01, 2023.

6. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR for this Project, whether paper or electronic, shall become the property of the CITY for use with respect to this Project, and shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONTRACTOR hereby assigns to the CITY and CONTRACTOR thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this agreement, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONTRACTOR shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONTRACTOR agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium or method utilize the

CONTRACTOR's written work product for the CITY's purposes, and the CONTRACTOR expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings or specifications prepared by the CONTRACTOR shall relieve the CONTRACTOR from liability under Section 14 but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of this project, unless otherwise mutually agreed.

7. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint venturers with one another. Neither the CONTRACTOR nor the CONTRACTOR'S employees are employees of the CITY and are not entitled to any of the rights, benefits, or privileges of the CITY's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONTRACTOR and the CONTRACTOR's employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONTRACTOR and its employees. Neither this Agreement nor any interest herein may be assigned by the CONTRACTOR without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONTRACTOR from employing or hiring as many employees, or subcontractors, as the CONTRACTOR may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONTRACTOR with its subcontractor(s) shall require the subcontractor to adhere to the applicable terms of this Agreement.

8. **CONTROL.** Neither the CITY nor its officers, agents or employees shall have any control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees except as herein set forth, and the CONTRACTOR expressly agrees not to represent that the CONTRACTOR or the CONTRACTOR's agents, servants, or employees are in any manner agents, servants or employees of the CITY, it being understood that the CONTRACTOR, its agents, servants, and employees are as to the CITY wholly independent contractors and that the CONTRACTOR's obligations to the CITY are solely such as are prescribed by this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAW.** The CONTRACTOR, in the performance of the services to be provided herein, shall comply with all applicable State and Federal statutes and regulations, and all applicable ordinances, rules and regulations of the CITY OF LEMON GROVE, whether now in force or subsequently enacted. The CONTRACTOR, and each of its subcontractors, shall obtain and maintain a current CITY OF LEMON GROVE business license prior to and during performance of any work pursuant to this Agreement.

10. **LICENSES, PERMITS, ETC.** The CONTRACTOR represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONTRACTOR represents and covenants that the CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONTRACTOR to practice its profession.

11. **STANDARD OF CARE.**

A. The CONTRACTOR, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONTRACTOR'S trade or profession currently practicing under similar conditions and in similar locations. The CONTRACTOR shall take all special precautions necessary to protect the CONTRACTOR's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this agreement, the CONTRACTOR warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONTRACTOR's professional performance or the furnishing of materials or services relating thereto.

C. The CONTRACTOR is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONTRACTOR has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONTRACTOR has notified the CITY otherwise, the CONTRACTOR warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONTRACTOR to use due diligence under this sub-paragraph will render the CONTRACTOR liable to the CITY for any increased costs that result from the CITY's later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

12. **NON-DISCRIMINATION PROVISIONS.** The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONTRACTOR will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

13. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONTRACTOR certain confidential information to enable the CONTRACTOR to effectively perform the services to be provided herein. The CONTRACTOR shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONTRACTOR shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 13, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONTRACTOR, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONTRACTOR without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONTRACTOR by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONTRACTOR shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONTRACTOR shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONTRACTOR shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

14. **INDEMNIFICATION AND HOLD HARMLESS.** The CONTRACTOR agrees to defend, indemnify, and hold harmless the CITY OF LEMON GROVE, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONTRACTOR's negligent performance of this Agreement.

15. **WORKERS' COMPENSATION.** The CONTRACTOR shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar state or Federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, and employees from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONTRACTOR under this Agreement.

16. **INSURANCE.** The CONTRACTOR, at its sole cost and expense, shall purchase and maintain, and shall require its subcontractors, when applicable, to

purchase and maintain throughout the term of this agreement, the following insurance policies:

A. If checked, Professional Liability Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. Automobile insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include non-owned vehicles.

C. Comprehensive general liability insurance, with minimum limits of \$1,000,000 combined single limit per occurrence, covering all bodily injury and property damage arising out of its operation under this Agreement.

D. Workers' compensation insurance covering all of CONTRACTOR's employees.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY of cancellation or material change.

F. Said policies, except for the professional liability and worker's compensation policies, shall name the CITY and its officers, agents and employees as additional insureds.

G. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONTRACTOR shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement.

H. Any aggregate insurance limits must apply solely to this Agreement.

I. Insurance shall be written with only California admitted companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the CITY.

J. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY. If the CONTRACTOR does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

17. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or

suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

18. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation shall be settled by arbitration in San Diego, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

19. **TERMINATION.** A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONTRACTOR. During said 60-day period the CONTRACTOR shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONTRACTOR in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONTRACTOR as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONTRACTOR's breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 6.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONTRACTOR; (2) a reorganization of the CONTRACTOR for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONTRACTOR.

20. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To the CITY: LYDIA ROMERO, CITY MANAGER
CITY OF LEMON GROVE
3232 Main Street
Lemon Grove, CA 91945-1701

To the CONTRACTOR: SUMMIT ENVIRONMENTAL GROUP
2810 Cazadero Dr
Carlsbad, CA 92009

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

21. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONTRACTOR shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY OF LEMON GROVE. The CONTRACTOR also agrees not to specify any product, treatment, process or material for the project in which the CONTRACTOR has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONTRACTOR shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONTRACTOR has a financial interest as defined in Government Code Section 87103. The CONTRACTOR represents that it has no knowledge of any financial interests that would

require it to disqualify itself from any matter on which it might perform services for the CITY.

If checked, the CONTRACTOR shall comply with all of the reporting requirements of the Political Reform Act and the City of Lemon Grove Conflict of Interest Code. Specifically, the CONTRACTOR shall file a Statement of Economic Interests with the City Clerk of the CITY OF LEMON GROVE in a timely manner on forms which the CONTRACTOR shall obtain from the City Clerk.

The CONTRACTOR shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Paragraph 21 by the CONTRACTOR.

22. MISCELLANEOUS PROVISIONS.

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

J. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

K. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

L. *Subcontractors.* CONTRACTOR shall not award work to any subcontractor(s) not listed in Exhibit "B" without prior written approval from the CITY. The CONTRACTOR shall be fully responsible to the CITY for the performance of its subcontractors, and of person either directly or indirectly employed by them.

M. *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 have executed this Agreement on the date and year first above written.

CITY OF LEMON GROVE

SUMMIT ENVIRONMENTAL GROUP

By: _____
Lydia Romero
City Manager

By: _____
Leslea Meyerhoff
Principal & Senior Project Manager

APPROVED AS TO FORM:

By: _____
Kristen Steinke
City Attorney

EXHIBIT “A”
Scope of Services
for On-Call CEQA Consulting Services

I. INTRODUCTION

The City of Lemon Grove (“the City”) requires the services on-call CEQA (California Environmental Quality Act) consulting firms (“Consultants”) to assist in the preparation of environmental documents for future land use and development projects as necessary, in compliance with CEQA. The City has established an On-Call CEQA Consulting Services List (“the List”) for this purpose.

II. SCOPE OF SERVICES

It is expected that the majority of services conducted by the Consultants on the List will pertain to the City’s implementation of CEQA for current planning projects on an as-needed basis, including, but not limited to, the following:

- 1) Conduct preliminary review of projects for CEQA purposes, including making determinations of categorical exemptions.
- 2) Prepare CEQA documents for the City, including, but not limited to:
 - a) Initial Studies;
 - b) Negative Declarations;
 - c) Mitigated Negative Declarations;
 - d) Environmental Impact Reports (EIRs) and Addendums to EIRs;
 - e) Mitigation Monitoring and Reporting Programs;
 - f) Technical Studies (may include but are not limited to noise, biological, air quality, GHG, traffic/transportation, water quality/supply, and stormwater/wastewater control/management studies, and cultural and historical evaluations);
 - g) Notices of Intent/Preparation/Determination/Exemption.
- 3) Incorporate any public or agency comments regarding the potential impacts on the natural and built environments, and analyze ways in which any significant effects/impacts of the project might be avoided or mitigated, as required by CEQA.
- 4) Prepare/conduct required consultations (e.g., the Native American Heritage Commission).
- 5) Advise and assist City Staff with questions related to the projects assigned.

- 6) Attend meetings with City Staff and applicants, scoping meetings, and public hearings; opportunities for teleconferencing will be provided when possible.
- 7) May be requested to provide filing services with the San Diego County Clerk and/or the State Clearinghouse.
- 8) May be requested to provide services in accordance with implementation of National Environmental Policy Act (NEPA).

III. USE OF THE ON-CALL CONSULTING SERVICES LIST

- 1) The City reserves the right to utilize the List depending on its specific needs. For small projects and/or when/if the City has general questions or needs assistance conducting preliminary review of projects for CEQA purposes, including making determinations of categorical exemptions, the services of one or more Consultants may be called upon on a regular/recurring basis.
- 2) When services for larger and/or more complicated projects are required, the City may utilize the list on a rotating basis or may send a request for services to more than one Consultant on the list and select from the responses received.
- 3) At such time when a Consultant's services are required, the City may forward a request for services, including a project description, any pertinent supporting information and technical studies, and copies of the proposed application (if available). The Consultant may be requested to provide additional services such as the preparation of supporting technical reports and studies for the project application or a peer review of applicant-submitted materials. The Consultant will evaluate the proposal and in turn provide a scope of work and cost estimate for services.
- 4) Upon issuance of a notice to proceed, the City will provide the selected Consultant with the documentation necessary to complete the work. Supporting documents such as site plans, traffic studies, or other technical reports may be provided to the Consultant in either print or electronic form. The Consultant will work with the City and project applicants to gather the necessary information to ensure the final product adequately analyzes project impacts.



Statement of Qualifications On-Call CEQA Consulting Services

December 13, 2018

Submitted to:
Ms. Patricia Bluman
Planning and Zoning Division
Development Services Department
City of Lemon Grove



SECTION 1 - COVER LETTER

December 13, 2018

Ms. Patricia Bluman
Planning and Zoning Division
Development Services Department
City of Lemon Grove
3232 Main Street
Lemon Grove, CA 91945

Re: Statement of Qualifications for On-Call CEQA Consulting Services

Dear Ms. Bluman:

Thank you for the opportunity to provide our Statement of Qualifications (SOQ) to support you and the Planning and Zoning Division of the City of Lemon Grove in preparing California Environmental Quality Act (CEQA) documents on an on-call basis. Our SOQ includes the preparation of Initial Studies (IS), Negative Declarations (ND), Mitigated Negative Declarations (MND), Environmental Impact Reports (EIRs) and supporting Mitigation Monitoring & Reporting Programs (MMRP) as an extension of City Staff. We have a strong track record of working effectively and cooperatively with local planning staff and successfully completing project-specific CEQA compliance requirements for Cities in San Diego County and elsewhere in Southern California.

The Summit Environmental Group, Inc. (Summit) has a full-service team of environmental professionals, including key technical staff for air quality, greenhouse gas, biology, cultural, noise and traffic studies to support the preparation of CEQA documents.

Summit is committed to providing outstanding client service and performing all of the required tasks throughout the duration of the contract. Summit has reviewed the City's Standard Consulting Services Agreement, Attachment A to the RFQ, and is able to meet all agreement requirements and is prepared to execute an agreement as written.

We welcome the opportunity to work with you and look forward to supporting you and the City of Lemon Grove Planning and Zoning Division of the Development Services Department with CEQA compliance services.

Please do not hesitate to contact me at 760-845-8028 or Leslea.Meyerhoff@att.net, if I can answer any questions or provide you with any additional information.

Sincerely,



Leslea Meyerhoff
Principal & Senior Project Manager



TABLE OF CONTENTS

Section 1 - Cover Letter	1
Section 2 - Key Personnel	3
Section 3 - Methodology	14
Section 4 - Experience and References	19
Section 5 - Fee Schedule.....	24
Section 6 - Agreement Review	25
Section 7 - Insurance Requirements.....	26



SECTION 2 - KEY PERSONNEL

Introduction to the Summit Environmental Group

The Summit Environmental Group (Summit) offers a strong combination of project management skills, technical understanding, significant experience working with California cities and other public agencies, expertise with State and federal environmental regulations, and established working relationships with key regulatory agencies.

We are highly experienced, and dedicated to, assisting public agency clients in all phases of project development including land use and policy planning, environmental report preparation, and regulatory permitting while functioning as an extension of staff. Our clients rely on us for assistance in navigating complex regulations and related challenges because of our responsive nature and the proven results of our team.

Our regulatory expertise in both the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), combined with our responsiveness and strategic advocacy for our client's needs, enables us to effectively navigate complex environmental regulations and provide effective solutions to project challenges.

We are known for our abilities to expedite work as required to meet client needs. We understand time and budget go hand-in-hand and are focused on working effectively and efficiently. We are committed to remaining a small consulting practice leader in the region, and to bringing a highly qualified team of technical professionals to respond to every task assigned by our clients.

We offer expertise in a wide range of professional services highlighted below:

Environmental Impact Assessment

- CEQA & NEPA impact assessments and compliance
- Land Use Planning and Development Laws and Regulations
- Project Application Review and Environmental Determinations

Extension of Staff and Project Management Services

- Extension of Staff/Adjunct Staff Services
- Project Management Services
- Local and Regional Permitting Requirements

Principal and Senior Project Manager Leslea Meyerhoff, AICP, will be the primary point of contact with the City. Ms. Meyerhoff will provide project management and project oversight. As needed, Summit will assemble a technical team based on specific technical skill sets and experiences, strong record of accomplishment of professional successes, and demonstrated capabilities within the respective discipline. All of Summit's technical specialists have substantial experience and a strong record of accomplishment of past performance in successfully completing CEQA compliance requirements for public and private projects in California. Key personnel will participate in staff meetings, progress review meetings, and other meetings as needed to effectively support the City.

Our commitment to the City will be consistently demonstrated through proactive, direct, and timely communications with the City. Second, we will act as an extension of, and in collaboration with, City Staff and will operate from the perspective of the best interests of the City. Third, we will look for the simplest solutions first and will not "reinvent the wheel" where standard practices, analytical methodologies and mitigation measures can be effectively utilized to get the job done. Fourth, we will keep City goals and objectives as the focus of our work effort. Fifth, we will initiate the contract with a comprehensive approach to obtaining the environmental approval necessary to support timely implementation of the project.

For the duration of the contract, we will coordinate with the City on a regular basis either in person or via telephone calls or via email. Key staff will participate in status meetings/calls relevant to individual assignments for each deliverable and will be available for the duration of the project. City Staff will be invited to participate in the weekly coordination of Project activities.

Primary lines of communication will be coordinated through Leslea Meyerhoff directly with the City. For specialized work for which subconsultant support is required, we will serve as the liaison between the City and the subconsultant. If a preference is expressed by the City to have direct communications with our sub-contractors for effectiveness or efficiency, subconsultants will be authorized to communicate directly with designated City Staff. If direct communication occurs in an electronic format, communications will include a copy to Leslea Meyerhoff. If communication occurs verbally, sub-contractors will be requested to provide a detailed overview of the nature and scope of the communication and any action item that is a result of the communication. Our integrated approach is designed to ensure effective project management and timely responses to all City data requests.

Summit will provide the Project Manager and the disciplines of environmental scientists, environmental planners, regulatory specialist, air quality and greenhouse gas emissions expert, noise technician, graphic artist, technical editor, and word processor.

Summit staff has successfully performed as-needed environmental compliance and support services and extension of staff / adjunct staff services for the following public agencies:

- City of Solana Beach Community Development and Engineering Departments
- City of Vista Community Development and Engineering Departments
- Unified Port of San Diego

The Summit Team is comprised of recognized and respected environmental professionals with experience throughout the San Diego region. Summit will be supported by the following specialized subconsultants, on an as-needed basis, to supplement City needs for technical peer review services and/or for the preparation of new or supplemental technical studies for the CEQA compliance documentation.

- HELIX Environmental Planning: Subconsultant for Biological & Cultural Resources
- Chen Ryan Associates; Subconsultant for Traffic and Circulation

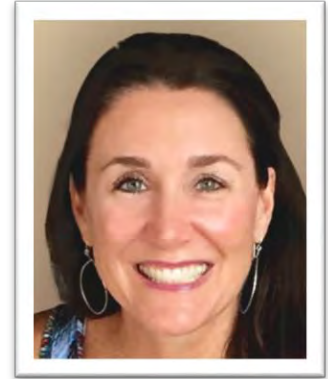
Chen Ryan Associates is recognized as a local industry leader providing transportation planning, traffic engineering, and transportation engineering design services to a variety of public agencies and private clients. Our firm is supported by proven industry experts in their respective fields, enabling our team to provide the full spectrum of services required under this contract. They are experts in conducting and reviewing CEQA/NEPA level analyses and preparing defensible supporting documentation. The firm currently provides the City of San Diego, City of Solana Beach, and City of Vista with as-needed traffic engineering services.

For 27 years, HELIX has developed an outstanding reputation for providing on-call environmental consulting services to local agencies throughout California. As an employee-owned corporation, headquartered in San Diego County (La Mesa) with additional offices in North San Diego County (Carlsbad), Orange, Riverside, and Sacramento counties, HELIX has been providing environmental consulting services throughout Southern California since our inception in 1991. The firm has extensive experience assisting public and private clients across a variety of sectors to comply with local, state, and federal environmental laws and regulations; analyze and conduct impact assessments for natural and cultural resources; and navigate the complexities of regulatory compliance.

Leslea Meyerhoff, M.A., AICP

Principal & Senior Project Manager

Ms. Meyerhoff is a certified land use and environmental planner with 20+ years of professional experience as a planning practitioner representing a variety of public agencies throughout California. Ms. Meyerhoff has managed the development of local coastal programs, primary infrastructure projects including water supply projects, power stations, and shoreline management and beach restoration projects. Ms. Meyerhoff has experience working with cities and special districts and has served as the Project Manager for numerous complex projects. She has spent the majority of her career as a land use planning consultant and early on worked as a legislative aide for state and local officials on land use and environmental policy development. Ms. Meyerhoff places special emphasis on a commitment to consistently providing the highest levels of client service and functioning as an extension of public agency staff.



Education

- M.A. Environmental Analysis & Policy. UCLA
- B.A. Government and Environmental Studies. CSU, Sacramento

Professional Experience

- Summit Environmental Group, Inc. Founder and Principal
- Harvey Meyerhoff Consulting Group, Inc. Principal and Senior Project Planner
- Greystone Environmental Consultants, Southern California Regional Manager
- Hofman Planning Associates, Senior Project Manager
- Michael Brandman Associates, Project Manager
- Los Angeles City Council - Legislative Aide
- California State Assembly - Legislative Aide

Certifications / Affiliations / Awards

- American Institute of Certified Planners: AICP certification obtained in 1993
- American Planning Association, San Diego Section Director Pro-Tem 2001-2003
- American Planning Association, San Diego Section Legislative Chair 2003-2005
- American Shore & Beach Preservation Association, Director, 2012-2014
- California Coastal Coalition, Friend of the Coast Award, 2013
- California Chapter, APA Legislative Review Team 2004-2006
- California Chapter, APA, State Water Plan Review Team 2008

Paul Miller, M.S.

Senior Scientist

Paul Miller is a Senior Scientist and oversees technical environmental analyses. Paul is an environmental professional with more than 33 years of experience in providing services and products to government agencies and private sector corporations. Paul's areas of expertise include CEQA project management and technical analysis in the areas of land development, energy, integrated waste management, air quality, greenhouse gas emissions, noise and hazardous materials. With a broad range of environmental skills, Paul has applied his background to CEQA since 1986 and has been integral in the preparation over 500 CEQA environmental documents, including project manager for more than 18 major Environmental Impact Reports. Paul has been the project manager or a key team leader for five state agencies (California Public Utilities Commission, California Energy Commission, CalRecycle, the former California Integrated Waste Management Board, and the State Water Resources Board, Central Valley Region) on projects of statewide importance. Paul was the senior air quality and noise reviewer for CEQA documents at ESA for almost 20 years.



Education

- M.S. Zoology and Entomology. Colorado State University
- B.A. Zoology, Miami University

Professional Experience

- Environmental Science Associates
- North State Resources
- Aspen Environmental Group
- EarthMetrics, Inc.
- Environmental Measurements, Inc.
- Ecology Consultants, Inc.
- Miller Environmental Consultants

Professional Affiliations

- Member, Association of Environmental Professionals (AEP)
- Board Member, Air and Waste Management Association, Mother Lode Chapter of Golden West Section

Michael Ratte

Senior Air Quality Scientist

Michael Ratte is a Senior Air Quality Scientist and been a practicing meteorologist and air quality specialist within the consulting business for over 25 years. Mike's technical expertise includes CEQA/NEPA environmental planning, air emissions inventories, ambient air monitoring, atmospheric dispersion modeling, General Conformity determinations, CO/PM roadway intersection hot-spot analysis, air quality permitting, health risk assessments, and climate change analyses. Mike has worked extensively for local, state, and federal agencies, as well as a wide array of commercial businesses and industries. His recent projects involved transportation facilities (airports, roadways, and marine ports), land development (residential/commercial/institutional), landfills, and quarry operations. He has conducted air quality analysis for over 30 airport CEQA/NEPA documents. Mike is well versed in a wide array of air emission models including, EMFAC, OFFROAD, NONROAD, MOVES, CALEEMod, and AP-42; dispersion models such as AERMOD, CAL2QHC, EDMS/AEDT, and HARP; with strong data management and ACCESS programming skills.



Education

- BS Meteorology, Lyndon State College – Lyndonville, Vermont

Professional Experience

- TRC
- Radian/URS
- Environmental Science Associates
- KB Environmental Sciences

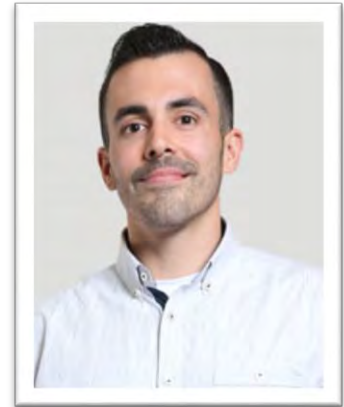
Professional Affiliations

- Member, Association of Environmental Professionals
- Member, Air and Waste Management Association

Dan Jones

Environmental Planner

Dan Jones is an environmental professional with five years of experience in providing environmental services and products to government agencies and private sector corporations. Dan's technical areas of expertise include CEQA project management and document preparation and technical analyses in the areas of air quality, greenhouse gases/climate change, health risk assessment, and noise. Dan has been integral in the preparation of over 100 CEQA documents and technical studies supporting such documents. Dan's technical noise experience includes short-term and long-term noise monitoring and noise modeling with the Federal Highway Administration's Roadway Construction Noise Model and Highway Traffic Noise Prediction Model. Dan is proficient in a variety of air emissions models including California Air Pollution Control Officers Association's CalEEMod, California Air Resource Board's EMFAC and OFFROAD, and Sacramento Metropolitan Air Quality Management District's Road Construction Emissions Model. Dan also has technical experience working with dispersion modeling data and health risk assessment documentation.



Education

- BS, Environmental Policy Analysis and Planning, University of California, Davis, CA

Professional Affiliations / Accreditations

- Member, Association of Environmental Professionals
- CARB - Accredited GHG Verifier of Emissions Data Reports for Mandatory Reporting

Monique Chen, PE

Mobility Project Manager, Chen Ryan Associates

Monique Chen has 20 years of experience providing engineering and planning services to the transportation industry, including both public and private sector clients. As a registered traffic engineer, she has been responsible for project management on numerous projects ranging from general plans, master plans, specific plans, mobility studies, corridor studies, transportation impact analysis, operational and demand assessments to conceptual engineering. Specific areas of experience and expertise include traffic engineering and operations, local and regional transportation planning, smart growth planning, multimodal planning, development of specifications and cost estimates, and traffic impact studies. Monique has served as the Project Manager for several planning and engineering projects, such as the Downtown San Diego Mobility Plan, the National City General Plan Mobility Element Update, and the County of San Diego Mobility Element Update.



Education

- BS, Civil Engineering

Licenses/Registrations

- Registered Traffic Engineer

Stephen Cook, PE

Senior Transportation Engineer, Chen Ryan Associates

Mr. Cook has 14 years of experience providing multi-modal planning and transportation engineering services for a variety of public and private clients. As a registered traffic engineer, he has been responsible for managing projects ranging from bicycle and pedestrian plans, to detailed roadway and signal operations studies. Mr. Cook has also led several complete streets and multi-modal plans within the San Diego region that assessed the feasibility, benefits and potential impacts associated with the plan. Mr. Cook is currently performing transportation planning and engineering services for several jurisdictions within the San Diego region including the City of San Diego, the Port District, the County of San Diego, National City, Chula Vista, Solana Beach and Encinitas.



Education

- BS, Civil Engineering

Licenses/Registrations

- Professional Engineer (Traffic), CA

Mary Robbins-Wade, RPA

Principal Archaeologist, HELIX Environmental Planning

Ms. Robbins-Wade has over 35 years of experience in both archaeological research and general environmental studies. She oversees the management of all of HELIX's archaeological, historic, and interpretive projects; prepares and administers budgets and contracts; designs research programs; supervises personnel; and writes reports. She has an excellent relationship with the local Native American community and the Native American Heritage Commission. Ms. Robbins-Wade has worked in Southern California archaeology for most of her robust career and she is the cultural resources project manager on several on-call contracts for many local public agencies. She has managed survey and data recovery programs for Specific Plan areas, large residential developments, and a variety of commercial projects.



Education

- Master of Arts, Anthropology, San Diego State University, California, 1990
- Bachelor of Arts, Anthropology, University of California, Santa Barbara, 1981

Registrations/Certifications

- The Register of Professional Archaeologists, Register of Professional Archaeologists #10294, 1991
- County of San Diego, Approved CEQA Consultant for Archaeological Resources, 2014

Professional Affiliations

- Society for American Archaeology
- Society for California Archaeology
- San Diego Archaeological Center San Diego History Center
- San Diego County Archaeological Society

Karl Osmundson

Principal Biologist. HELIX Environmental Planning

Mr. Osmundson has worked in the environmental field for more than 15 years as a researcher and biologist. As a consulting biologist for projects requiring National Environmental Policy Act and California Environmental Quality Act compliance, he has conducted a variety of biological surveys and has prepared a wide range of biological analyses and reporting in support of Initial Study/Mitigated Negative Declarations, Environmental Impact Reports, Environmental Assessments and Environmental Impact Statements. Mr. Osmundson has also prepared opportunity and constraints analyses, Due Diligence investigations, vegetation maps using Geographic Information Systems, Biological Technical Reports, Caltrans Natural Environmental Study reports, Natural Community Conservation Planning/Habitat Conservation Plans consistency analyses, functions and values assessments, equivalency analyses, wetland delineations, alternatives analyses, endangered species protocol survey and sampling, Resource Management Plans, habitat mitigation and monitoring plans, and restoration plans. He has provided support in the implementation of project mitigation and permit conditions, including pre-construction surveys and reporting, construction monitoring, mitigation banking coordination, and habitat creation/restoration planning and monitoring.



Education

- Bachelor of Science, Wildlife, Fish and
- Conservation Biology, University of California, Davis, 2003

Registrations/Certifications

- Certified USACE, Wetland Delineator
- Arid West and Western Mountains, Valleys and Coast Regions
- County of San Diego, CEQA Consultant for Biological Resources
- AIA/CES, Trained Project Manager
- NCTD, Roadway Worker ID #C00888, 2015

SECTION 3 - METHODOLOGY

Understanding, Approach and Methodology

The City of Lemon Grove, Development Services Department, Planning and Zoning Division is currently processing numerous discretionary permit applications for various residential, mixed use, commercial, industrial and public facilities projects. Each of the projects is at various stages in the City Staff review process. Given current staffing levels and the number of pending applications, the City is seeking to supplement its in-house planning staff with additional CEQA technical support staff on an on call or as-needed basis for CEQA compliance services. The additional support will enable the City to continue to manage the existing project application caseload effectively and efficiently, accelerate the process of developing and processing required CEQA documentation for pending current and advance planning projects.

Pursuant to Page 2 of the RFQ, the specific tasks to be completed are listed below:

- Conduct preliminary review of projects for CEA purposes, including making determinations of categorical exemptions
- Prepare CEQA documents for the City including but not limited to:
 - Initial Studies
 - Negative Declarations and Mitigated Negative Declarations
 - Environmental Impact Reports (EIRs) and Addendums to EIRs
 - Mitigation Monitoring and Reporting Program
 - Technical Studies (may include noise, biological, air quality, GHG, traffic/transportation, water quality/supply, stormwater/ wastewater control/management studies and cultural and historic evaluation
 - Notices of Intent/Preparation/Determination/Exemption
 - Incorporate any public or agency comments regarding potential impacts on the natural or built environments, and analyze ways in which any significant effects/impacts of the project might be avoided or mitigated as required by CEQA
- Prepare/conduct required consultations (e.g., Native American Heritage Commission)
- Advise and assist staff and applicants with questions related to the projects assigned
- Attend meetings with staff and applicants, scoping meetings, and public hearings with opportunities
- Filing notices as needed with the San Diego County Clerk and/or State Clearinghouse.

For preparation of all CEQA compliance documents, Principal and Senior Project Manager Leslea Meyerhoff, AICP, will be the task manager and primary point of contact with the City. Ms. Meyerhoff will oversee and coordinate all project tasks required for this CEQA compliance effort, including project team and subconsultant coordination (if required), internal schedule and budget tracking, and quality assurance/quality control for final documents.

It is anticipated that a kickoff or project initiation meeting will be held for each new project. The purpose of this meeting will be to get a full understanding of the project, schedule goals, status update of any/all technical reports and background on key issues for the project. Our deliverable schedule will be discussed and agreed to at the start of each project. We will initiate work on each project after the kickoff meeting, following receipt of project-related materials and technical reports provided by the City.

Ms. Meyerhoff will oversee and coordinate all project tasks and will be responsible for the development of all CEQA documentation. Ms. Meyerhoff will also be responsible for project team, subconsultant coordination, schedule and budget tracking, and invoicing.

Summit will prepare all required CEQA documents for individual applications in a form and content acceptable to the City of Vista, consistent with requirements of CEQA, the City's Municipal Code requirements, and pursuant to all applicable State laws. Documents may include exemptions for qualified proposals, an Initial Study (IS) and Negative Declaration (ND) or Mitigated Negative Declaration (MND) for most projects.

Technical studies will be provided at the start of each project. In the event that additional technical studies or peer review of draft studies is required, Summit can supplement the technical analysis or peer review as needed as described further below. We will submit all draft documents in electronic format to the City for review and comment.

Project Coordination

Ms. Meyerhoff will attend project kickoff meetings, site visits, and project coordination meetings. Other technical staff or subconsultants will attend meetings on an as-needed basis. Ms. Meyerhoff will remain available throughout the project to support City Staff and answer questions on the CEQA process, technical studies, or the contents or format of the IS/ND or MND. This task will include general project coordination via email, phone calls, and conference calls, as needed. During our initial coordination meeting, we will establish communication protocols and preferred methods of communication with City Staff, as well as review the proposed project schedule and any available project technical information available to our team.

Summit's completion schedule for each project will be developed in coordination with the City at the start of each project and will reflect City goals, preferences and priorities. In general, once the Project Description is fully defined and all required technical studies have been provided to, or prepared by Summit, it will take on average three to six weeks to prepare the first administrative draft CEQA document for the City to review.

Potential variables that are anticipated to affect the schedule will include the size, nature and complexity of the project, the number of required technical studies prepared, extent of technical peer review required or completed, need for additional data, coordination with applicant (if required) or changes to the project description that occur after initiation of the CEQA process.

Preparation of Public Notices

If desired by the City, Summit will work with the City to compile a list of agencies, organizations, and individuals that will receive copies of all City and CEQA notices and/or draft and final environmental documents. The City of Lemon Grove staff can provide the mailing list for properties within the defined notification radius. At a minimum, this list should include all property owners within a defined radius around a given project site, adjacent Cities, the San Diego County Clerk, the Governor's Office of Planning and Research/State Clearinghouse, and other agencies that may be affected by or have an interest in the project. Other organizations or individuals who request copies of the environmental document or notices can be added to the master public noticing distribution list. Our team will be responsible for developing CEQA-required public notices, including the Notice of Intent (NOI), Notice of Completion (NOC), and Notice of Determination (NOD). If desired by the City, we will also prepare related public meeting/hearing notices that are required during the project's CEQA review process.

Preparation of the Administrative Draft Documents

Summit will prepare two screencheck draft (one administrative draft and one screencheck draft) submittals of the Initial Study/ND or MND, including a Mitigation Monitoring and Reporting Program (MMRP). Drafts will be submitted to the City according to the schedule mutually agreed upon at the start of each project and will allow for adequate internal review periods. A second IS/ND or MND will be provided to the City, which will incorporate all of the City's requested changes in redline/strikeout format.

A key first task for each individual project will be to review the project description and all available technical studies prepared under the direction of the City. We will identify any data gaps or other deficiencies or needed technical reports beyond those identified or provided, and if necessary, work with the City to prepare the additional studies or request that these studies be prepared. We will draft an IS and prepare an ND or MND consistent with the current State CEQA Guidelines and the City's preparation format and guidelines.

At the discretion of the City, technical reports/studies may be included as an attachment or appendix to the IS/MND. The IS/MND will include a summary of the technical reports and investigations prepared by our team or provided by the City and will be incorporated into the body of the IS/MND for efficiency purposes.

In coordination with the City, we will develop an appropriate MMRP that incorporates all required mitigation measures for any potentially significant project impacts. The MMRP will identify measures, parties responsible for implementation, timing for implementation, and monitoring or other verification action required.

Our internal review draft submittals will be transmitted electronically to the City or uploaded to our sharefile site if there are file size constraints to sending the files electronically. We can also accommodate the City with hard copies if desired.

Preparation of Public Review Draft CEQA Documents and MMRP

Summit will revise the draft document to incorporate the comments of the City. Based on past practice, it is anticipated that City Staff will prepare the NOI for transmittal to the San Diego County Clerk and an NOC to the Governor's Office of Planning/State Clearinghouse and pay any applicable filing fees as required. Posting of the NOC by the Governor's Office of Planning/State Clearinghouse officially commences the required 30-day public review and comment period for the IS/ND or MND for any projects requiring State agency review or approval. Based on past experience, some projects will qualify for a shortened 20-day public review period of an IS/ND or MND and this information would be included in the NOI. We will coordinate with the City to ensure the notices and associated CEQA document are transmitted to the entities on the public noticing distribution list if desired by the City.

Preparation of Draft Final CEQA Documents and Responses to Comments

Summit will provide the screencheck draft final IS/ND or MND for review and comment by the City. If desired by the City, we will prepare responses to all comment letters received by the City during the public comment period. We will prepare these response letters in a format suitable for issuance by the City. We will also make any necessary corrections, edits, or other errata to the IS/MND in strikeout/redline for efficient readability.

Preparation of Final CEQA Compliance Documents

We will finalize the CEQA document in coordination with City Staff. If desired, we will assist the City in preparing a PowerPoint presentation for the public hearing and will participate in the public hearing when the City considers approving the project, certifying the CEQA document, and adopting the MMRP. Ms. Meyerhoff will remain available throughout the project to support City Staff and answer questions on the CEQA process on an as-needed basis.

Quality Assurance and Quality Control

Summit believes that a successful Quality Assurance and Quality Control (QA/QC) Program involves support from the entire project team. The QA/QC Program will be managed and led by Ms. Meyerhoff and will be coordinated with each team member for each task throughout the contract. All subconsultant work will be thoroughly reviewed and edited prior to submittal to the City.

The Summit team integrates a peer review process that ensures high-level quality control for all documentation and client deliverables. Our formal QA/QC process includes four major elements, with senior level review for:

1. Conformance to contract scope of work specifications;
2. Technical accuracy;
3. Legal adequacy for meeting requirements of CEQA/NEPA and related environmental regulatory requirements; and
4. Proofreading for spelling, composition, readability, and presentation.

SECTION 4 - EXPERIENCE AND REFERENCES

Relevant Experience

City of Solana Beach, On-Call Environmental Services: Summit is currently providing on-call environmental support to the City of Solana Beach on various private land development and public infrastructure projects throughout the City. On-call efforts include reviewing project files and applicant submittals, field investigations, coordination with subconsultants, preparation of Staff Reports, Resolutions, and City Council presentations for the City. Specific projects include: Caltrans I-5 North Coast Corridor Project DEIR/DEIS peer review, preparation of the Lomas Santa Fe Plaza Lifestyles Project MND, Highway 101 Westside Improvement Project, Stevens Avenue Complete Streets Project, Plastic Bag Ordinance CEQA Compliance project.

City of Vista, On-Call Environmental Services: Ms. Meyerhoff has provided environmental support to the City of Vista Community Development Department on an as-needed basis since 2006 on public projects and private projects throughout the City including more than 25 residential, commercial, mixed-use, industrial and public facilities projects. Our efforts have included coordinating with City planning and engineering staff, reviewing project submittals, conducting field investigations, coordination with subconsultants in the preparation of technical studies, and preparation of all phases of CEQA compliance documentation packages for the City.

Unified Port District of San Diego, On-Call Environmental Services: Ms. Meyerhoff was an on-call environmental services contractor for the Port of San Diego having worked on multiple land development and redevelopment projects along the San Diego Bayfront. Completed projects included CEQA compliance documentation for the North Embarcadero Alliance Visionary Plan Open Space Amenities and Public Infrastructure project, Lane Field Development Project, B Street Cruise Ship Terminal Project, and the Broadway Pier Cruise Ship Terminal Project.

University of California, Santa Barbara, CEQA Compliance Services: Ms. Meyerhoff is assisting UCSB with environmental review and permitting (Notice of Impending Development) through the California Coastal Commission for a project that would stabilize a portion of the coastal bluff along the East Bluff portion of the UCSB campus. The proposed project is needed to ensure that public access to the campus is maintained and that shoreline stabilization measures are implemented to preserve existing structures and a perimeter roadway serving the campus.

City of Coronado Adjunct Planning Staff: Ms. Meyerhoff is currently working with the City of Coronado on special projects including the Naval Air Station North Island (NASNI) Airport Land Use Compatibility Plan (ALUCP) and related anticipated CEQA/NEPA analysis. Ms. Meyerhoff functions as an extension of the City's Planning staff and works under the direction of the Community Development Director in direct relationship with other planning staff, City Manager, and City Attorney. Ms. Meyerhoff's involvement is focused on ensuring that the land use plan is consistent with the long-term planning goals and development vision of the City of Coronado. Ms. Meyerhoff has assembled a team of experts to assist the City in reviewing the in-progress draft NASNI ALUCP and participates in Working Group meetings as City Staff.

City of San Clemente, Adjunct Staff Services: Ms. Meyerhoff is an extension of staff for the City responsible for managing the preparation and processing of the Local Coastal Program Land Use Plan Amendment, LCP Local Implementation Plan and Sea Level Rise Vulnerability Assessment and Coastal Resiliency Plan. Ms. Meyerhoff is managing the subconsultant team assisting the City in its efforts to obtain a fully certified LCP which is funded in part by an LCP Planning Grant provided by the California Coastal Commission. The City received unanimous vote of approval for the Comprehensive LUP Update in February 2018. Key policies issues for the City include redevelopment, major remodel thresholds, shoreline management policies, fuel management and ESHA related policies, hazards assessments, and new development policies.

City of Imperial Beach, General Plan: Ms. Meyerhoff is assisting the City of Imperial Beach with a comprehensive update to the existing General Plan and Local Coastal Program Land Use Plan and Local Implementation Plan and preparation of sea level rise adaptation and coastal resiliency strategies. The efforts are partially funded through a CCC Local Coastal Program Planning Grant and require coordination with the City Staff, CCC staff, key stakeholders, and other technical and science advisors.

City of Carpinteria, General Plan: Ms. Meyerhoff is assisting the City of Carpinteria in the development of a comprehensive update to the existing General Plan and Local Coastal Program Land Use Plan and preparation of a sea level rise vulnerability assessment and coastal resiliency plan. The project is partially funded through a CCC LCP Planning Grant and requires coordination with the City Staff, CCC staff, key stakeholders, and other technical advisors. Ms. Meyerhoff is a lead coastal planner assisting in the development of key goals and policies associated with community resilience building to climate change and sea level rise through adaptation strategy planning as well as the full range of other Coastal Act compliance issues including ESHA, shoreline protection, public beach recreation and enhancement, visitor-serving land uses, overnight accommodation, public view corridors and public coastal access.

USACE EIS/EIR for Coastal Storm Damage Reduction Project: Ms. Meyerhoff is the City's program manager for the Encinitas-Solana Beach U.S. Army Corps of Engineers Coastal Storm Damage Reduction Project, which received approval from the USACE Civil Works Review Board in 2015 and obtained a certified EIR/EIS in 2016 and was authorized by Congress in WRDA 2016. Ms. Meyerhoff will lead the next phase of the project, which will be the Pre-Construction, Engineering and Design (PED) phase prior to construction which is anticipated to commence in late 2018-early 2019.

Port District of San Diego, Port Master Plan Update: Ms. Meyerhoff was the lead coastal planner working with the Port on the first comprehensive update to the Port Master Plan since 1984. Ms. Meyerhoff is responsible for ensuring that development of the Port Master Plan Update is prepared in coordination with and in compliance with the Coastal Act policies and guidelines including the resiliency planning/adaptation strategies. Ms. Meyerhoff is the project liaison with San Diego District CCC Staff and is advising the Port and the project team on key issues anticipated to be of interest to Coastal Commission based on recent experience managing a multi-year effort to complete one of the first entirely new LCP's in California.

Carlsbad-Palomar Waste Transfer Station Expansion Project EIR: Ms. Meyerhoff was the Project Manager for the preparation of an EIR for a project that would expand an existing waste transfer station project located in the City of Carlsbad. She was responsible for analyzing and coordinating regulatory compliance/agency consultation requirements for the project. Primary responsibilities included review of preliminary site design of proposed expansion areas and biological resources studies to avoid and/or minimize potential effects to sensitive resources near project site.

Carlsbad Ranch Specific Plan – Legoland Resort Site, City of Carlsbad: Ms. Meyerhoff was responsible for management and preparation of a site plan for a 52-acre in-agricultural-use parcel designated for future development of a four-star hotel resort complex located adjacent the Legoland California Resort. Responsible for the development of a Mitigated Negative Declaration which was tiered off of a previous program-level EIR encompassing the project site and surrounding parcels. Key issues included agricultural land conversions, retirement of Williamson Act lands, land use compatibility, preservation of onsite archaeological resources including the creation of a Native American heritage site and data recovery efforts, open space/wildland interface, visual effects, airport noise contours, and roadway and air traffic.

Encina Power Station Dredging Program and Beach Nourishment EA: Ms. Meyerhoff was the Project Manager responsible for managing all regulatory aspects of the maintenance dredging program in Agua Hedionda Lagoon including project planning, permitting and regulatory compliance with (Carlsbad, RWQCB, CCC, CDFG, NMFS, USFWS and USACE) to allow maintenance dredging and beach sand placement activities on beaches owned by the California Department of Parks and Recreation. A NEPA Environmental Assessment was also prepared in compliance with USACE requirements to obtain Section 10/404 permits for placement of dredged materials in Waters of the U.S.

Encina Power Station Development Plan/Seawater Desalination Permitting: Ms. Meyerhoff was a Project Manager responsible for processing municipal agency applications for the seawater desalination facility and related infrastructure including primary author of the Encina Power Station Precise Development Plan prepared for the City of Carlsbad. Responsible for processing and managing discretionary approvals from the local land use and other regulatory authorities for the pilot/demonstration seawater desalination facility at the Encina Power Station to be used to refine the design of the larger scale 50 mgd seawater desalination facility. Prepared the CEQA Initial Study for the 50 mgd facility.

Lakeside Fire Protection District – CEQA Compliance for New Fire Station #1: Ms. Meyerhoff was the project manager for a CEQA compliance project involving the siting of a new (relocated) Fire Station #1 in the community of Lakeside in eastern San Diego County. Ms. Meyerhoff worked closely with Lakeside Fire Protection District counsel and District representatives to prepare the required technical reports and the initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the proposed project.

CEQA Compliance for Buena Outfall Force Main Phase III, Carlsbad, CA: Mr. Miller prepared the noise, air quality, and greenhouse gas emissions sections of the Buena Outfall Force Main Phase III Initial Study/ Mitigated Negative Declaration. The project applicant, Buena Sanitation District, proposes to construct a new sewer outfall that will re-route the existing Buena Outfall and tie into the existing sewer system. The project will provide additional capacity to allow for future projected flows and improve odor control facilities that are necessary to ensure safe and reliable operation of the existing sewer system. The noise analysis included noise assessment of existing noise in the project vicinity as well as estimated noise levels resulting from the construction of the project. The air quality and GHG emissions analysis included estimations of emissions from the construction of the project. Emissions were estimated using the Sacramento Metropolitan Air Quality Management District's Roadway Construction Emissions Model, which is recommended by many air districts for linear projects such as roadways, pipelines, transmission lines, etc.

Professional References for Summit Environmental Group

We strongly encourage the City to contact the individuals listed below who will confirm our professional capabilities, record of current and past performance, project management skills and overall effectiveness in achieving their goals and objectives.

Mr. Joseph Lim, AICP

Community Development Director, City of Solana Beach

858-720-2400

Relevant Projects: Providing on-call environmental compliance services for the City since 2006 including CEQA compliance services for private land development projects as well as City infrastructure and other CIP projects. Also serving in an adjunct staff role to manage EIRs for private development projects in the City.

Mr. John Conley

Community Development Director, City of Vista

760-726-1340

Relevant Projects: Providing on-call environmental services support as adjunct staff since 2008 including Buena Outfall Force Main CEQA compliance project, Tri-City Christian School Expansion Project IS/MND, Brengle Terrace Park Maintenance Facility Improvement Project IS/MND and more than 20 additional CEQA documents.

Ms. Johanna N. Canlas

City Attorney, City of Coronado, and Solana Beach

619-440-4444

Relevant Projects: City of Coronado and Solana Beach adjunct staff, CEQA compliance documentation for public infrastructure projects, subdivisions, infill, and redevelopment projects as well as land use development proposals made by private applicants with applications pending before local municipalities.

SECTION 5 - FEE SCHEDULE

The fee schedules are provided in a separately sealed packet, per page 5 of the City's RFQ.

SECTION 6 - AGREEMENT REVIEW

This information is also included in the Cover Letter contained in Section 1 of this SOQ.

Summit has reviewed the City's Standard Consulting Services Agreement, Attachment A to the RFQ, and is able to meet all agreement requirements and is prepared to execute an agreement as written.

SECTION 7 - INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/23/2018

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 SelectSolutions Insurance Services 1107 Investment Blvd Suite 100 El Dorado Hills CA 95762	CONTACT NAME: Elizabeth Lee PHONE (A/C, No, Ext): (866)500-6359 FAX (A/C, No): (925)951-0077 E-MAIL ADDRESS: elizabethl@ppibselect.com																					
INSURED Summit Environmental Group, Inc. 2810 Cazadero Drive Carlsbad CA 92009	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 80%;">INSURER A: Massachusetts Bay Insurance Company</td> <td colspan="2" style="text-align: center;">22306</td> </tr> <tr> <td>INSURER B: Allied World Surplus Lines Insurance Company</td> <td colspan="2" style="text-align: center;">24319</td> </tr> <tr> <td>INSURER C:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER D:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER E:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER F:</td> <td colspan="2"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Massachusetts Bay Insurance Company	22306		INSURER B: Allied World Surplus Lines Insurance Company	24319		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																						
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COVERAGES **CERTIFICATE NUMBER:** 17-18 GL 18-19 EO **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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ODFD132300	12/28/2017	12/28/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			ODFD132300	12/28/2017	12/28/2018	COMBINED SINGLE LIMIT (Ea accident) \$ INCL IN GL BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			0305-5206	04/20/2018	04/20/2019	Per Claim \$1,000,000 Aggregate \$2,000,000

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

CERTIFICATE HOLDER Proof of Coverage	CANCELLATION 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
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ACORD 25 (2016/03)

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Summit Environmental Group

2018 Standard Rate Schedules

Submitted to:
Ms. Patricia Bluman
Planning and Zoning Division
Development Services Department
City of Lemon Grove



Our not-to-exceed project fee estimates will be developed for the City on a project-by-project basis. Project costs will vary depending on a number of variables including the size, nature and scope of the project, level of complexity, specific technical reports and/or review needs, and level of effort and scope of services desired by the City. The table below presents our labor rates for various team members.

Summit will prepare and submit a monthly status report to the City as a part of the monthly invoice for services performed. The minimum billed time increment is fifteen minutes. Overtime rates do not apply to this contract. All work is completed per the hourly rate schedule shown below.

Summit 2018 Standard Rate Schedule

Principal	\$195
Senior Project Manager	\$180
Project Manager	\$150
Senior Scientist	\$175
Environmental Scientist	\$150
Senior Environmental Planner	\$135
Environmental Planner	\$125
Senior GIS Specialist	\$110
GIS Technician	\$ 85
Word Processor / Production Leader	\$ 70
Clerical / Production Staff	\$ 65

Direct expenses, including subconsultants, billed at cost.

Chen Ryan Associates 2018 Standard Rate Schedule

Principal	\$230
Principal	\$190
Senior Transportation Engineer	\$190
Senior Transportation Planner	\$160
Project Engineer / Planner	\$135
Senior GIS / Graphics	\$125
Transportation Planner	\$115
Transportation Engineer	\$115
Assistant Transportation Engineer/Planner	\$105
Admin	\$70
Intern II	\$60
Intern I	\$50

HELIX 2018 Standard Rate Schedule

Principal	\$210-225
Principal Planner	\$195-225
Principal Biologist	\$180-220
Principal Permitting Specialist	\$170-220
Principal Acoustician	\$180-195
Sr. Fisheries Scientist	\$200-220
Sr. Project Manager I-III	\$130-195
Sr. Air Quality Specialist	\$155-180
Sr. Environmental Specialist	\$150-170
Noise/Air Quality Specialist	\$115-145
Environmental Specialist I-III	\$85-150
Environmental Compliance Analyst	\$70
Environmental Compliance Specialist	\$110
Project Manager I-III	\$110-170
Archaeology Field Director	\$100
Staff Archaeologist	\$65-80
Archaeology Field Crew	\$75
Sr. Archaeologist	\$140-160
Historian	\$70-125

Environmental Planner I-III	\$90-115
Environmental Analyst	\$65-75
Sr. Scientist	\$120-180
Biologist I-V	\$75-120
Assistant Biologist	\$50-60
Sr. GIS Specialist	\$120-160
GIS Specialist I-III	\$75-105
GIS Technician	\$50-60
Graphics	\$115
Document Coordinator	\$80
Technical Editor	\$70-90
Operations Manager	\$105
Word Processor I-III	\$65-85
Clerical	\$65

Direct Costs

Certain identifiable direct costs will be charged to the project at cost plus ten percent. Examples of direct costs include subconsultants, vehicle or equipment rentals, airplane and train fares, parking, per diem and lodging, mileage, communications, reproduction, and supplies. A 4-wheel drive premium will be charged at \$25.00 per project day. There will be additional charges for plotting, color printing, aerial photographs and GPS services.



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 2

Meeting Date: February 19, 2019

Submitted to: Honorable Mayor and Members of the City Council

Department: Development Services Department

Staff Contact: Patricia Bluman, Consultant, CityPlace Planning, Inc.

Item Title: Discussion Item Regarding Options to Regulate Short Term Rentals in Lemon Grove

Recommended Action: Receive the Staff Report regarding background information and options for the City of Lemon Grove to regulate Short-Term Rentals, consider Staff's recommendation to adopt an ordinance to allow home-shares, and provide direction for future action.

Summary:

A Short-Term Rental or STR (also known as short-term vacation rental, short-term lodging, short-term residential rental, short-term residential occupancy, and other similar terms) is the rental of a residential dwelling (a room, rooms, or the entire dwelling) for transient occupancy (for dwelling, lodging, or sleeping purposes) typically for 30 or fewer consecutive days. Depending on the jurisdiction, single-family residences, individual units within multi-family developments, accessory dwelling units, and guest houses are used as STRs.

Consideration of allowing STRs in Lemon Grove was a Staff-generated idea by former Development Services Director David De Vries as a possible revenue generator through collection of transient occupancy tax. It was presented to the City Council at the October 23, 2018 Budget Workshop under the category of *Implementation of New Revenue Generating Measures*. The City Council directed Staff to research the idea and return information and potential options to the City Council for consideration.

There are two main types of STRs:

- 1) A *hosted* STR, also known as “home-share” or “home-sharing,” which is the short-term rental of a room or rooms in the permanent residence of a host (the permanent resident) while the host is required to be present; and

- 2) An *unhosted* STR, which is the short-term rental of a room, rooms, or the entire dwelling when the host is not required to be present. Unhosted STRs typically do not require the dwelling unit to be the permanent residence of the person or entity who makes the dwelling unit available for STR occupancy, although there are some exceptions.

The proliferation of websites and hosting platforms, such as Airbnb®, VRBO® (Vacation Rental by Owner), and HomeAway® have made it relatively easy for people to list their residential properties for use as STRs, whether hosted or unhosted, which has caused a significant rise in the demand for this type of use throughout the county. Based on recent searches on various hosting platforms, approximately 25 STRs are currently operating in Lemon Grove, including individual rooms, guest houses, and entire houses.

Due to the significant increase of STRs, over the past several years many jurisdictions have either adopted regulations to specifically allow or prohibit STRs, while many others are in the process of evaluating the issue or re-evaluating their existing ordinances. An STR is not a permitted use in the City of Lemon Grove, and STRs that are currently operating in Lemon Grove are operating illegally.

In addition to the issue of whether an STR is a permitted or unpermitted use, Chapter 3.20 (Transient Occupancy Tax) of the Lemon Grove Municipal Code (LGMC) requires the payment of a six percent (6%) tax of the rent charged to a transient who occupies any hotel (as defined in Section 3.20.020) within the city. A Transient Occupancy Tax (TOT) is a standard tax typically required by a jurisdiction for permitted transient occupancy uses, such as motels, hotels, bed and breakfast inns, and STRs if permitted by the jurisdiction. The operator of a hotel is required to collect the TOT and remit to the City the amount collected for transient occupancy in his/her hotel. The unpermitted STRs operating in Lemon Grove are not paying the TOT that is required of any permitted transient use.

In response to the City Council's direction at the October 23, 2018 Budget Workshop, this staff report provides background information regarding STRs, options to regulate them, a recommendation to adopt an ordinance to allow home-shares, and a request for direction regarding next steps.

Discussion:

Main Arguments For and Against STRs

There are compelling arguments both for and against STRs. Potential benefits and concerns are summarized below.

Potential Benefits of STRs:

- Provide additional income for those who wish to rent out one or more rooms or the entire dwelling unit.
 - Proponents often argue that they could not afford to live in their homes without the additional income STRs provide.
- Support tourism by providing additional lodging options for those wishing to visit a community.
 - The California Coastal Commission has historically supported STRs for this reason.
 - The benefit to tourism factors into how some cities address STRs.
- Provide jurisdictions with additional revenue from TOT if STRs are regulated and required to pay TOT.
 - This can be significant, especially in tourist destinations. For example, Malibu collected approximately \$1.2 million in TOT from 150 STRs in 2016.

Potential Concerns Regarding STRs:

- Unhosted STRs result in the loss of permanent housing from the market through conversion of residential dwellings to exclusive transient use. This could adversely affect the State's declared housing crisis and have a negative impact on the local housing supply in cities and counties. A reduction in housing supply, in turn, can have a negative impact on the affordability of existing residential units. Recent studies have documented this issue and it is a key reason why many jurisdictions have prohibited or restricted STRs.^{1,2,3} For these reasons, some jurisdictions have made the argument that allowing STRs is counter to the goals of their Housing Elements.
 - In some cases, investors purchase dwelling units specifically for the purpose of using them as STRs and never live in them. In other cases, portions of multi-family developments have been turned into STRs and are managed by outside management companies, which has the effect of turning apartments into de facto hotels and motels in residential zones.
- Operation of STRs could negatively impact the residential character of single-family neighborhoods and multiple-family developments.

¹ Pearson, Robert G., Short Term Rentals and their Impact on the Availability of Affordable Rental Housing in the City of Santa Barbara, Memorandum addressed to Housing Authority Board of Commissioners, April 26, 2015.

² Samaan, Roy, LAANE. AirBnB, Rising Rent, and the Housing Crisis in Los Angeles. March 2015.

³ Economic & Planning Systems, Inc., The Impact of Vacation Rentals on Affordable Housing in Sonoma County, Prepared for the Sonoma County Community Development Commission, July 7, 2015.

- Residential units that have been converted to exclusive transient use and are operated by agents and/or absentee owners/lessees who exercise little or no supervision or control of occupants can result in increased noise, traffic, parking problems, trash, disorderly conduct, and other potential nuisances that are incompatible with residential neighborhoods.
- Sometimes STRs are rented for special events, and the use of single-family residences as “party” and “wedding” houses can be very disruptive to existing neighborhoods.
- Residents are often concerned about an ongoing influx of “strangers” into their neighborhoods.
- Without regulation, visitors staying in STRs do not pay the TOT that cities would receive from a commercial hotel or motel room rental.

Regulatory Approaches

Overview:

Until the relatively recent and significant rise of STRs in the United States, most cities did not explicitly regulate STRs, either by specifically allowing or prohibiting them. Most often, cities looked to their existing zoning codes to determine if the use was consistent with allowable or prohibited uses. In zoning codes that are “permissive,” any land use not specifically listed or allowed is prohibited; therefore, many cities have taken the approach that if a short-term rental is not listed as a permitted use, it is prohibited. Some cities have determined that STRs constitute a commercial use of residential property and regulate it in accordance with regulation of hotels, motels, and bed and breakfast inns and disallow it in residential zones. In the City of Lemon Grove, because the use is not listed in the Zoning Ordinance as a permitted use, it is considered to be prohibited. The City of National City also takes this approach.

However, many cities—even those with permissive zoning codes—have decided to take a definitive approach when it comes to regulating STRs by including definitions for the use in their zoning codes, listing the use as either permitted or prohibited, and providing regulations and permit requirements if the use is allowed. While some cities have regulated them for well over a decade, most ordinances are fairly recent, many within the past three to five years.

Types of STRs:

STRs are typically regulated based on the type of STR—whether it is hosted or unhosted—as summarized below.

1. *Hosted* STR (also known as a home-share or home-stay): The dwelling unit must be the host’s primary residence and the host must be on-site during the term of the

transients' occupancy (unless daytime and/or work hours are permitted to be excluded).

- Potential benefits and/or concerns:
 - The dwelling unit is retained as a primary residence and is not removed from the housing market.
 - An on-site host who is also the primary resident provides greater assurance that transient occupants will behave in an acceptable manner.
 - It can be difficult to prove that a host is not the primary resident and/or was not on the property during the time the property was rented as a homeshare.
2. *Unhosted STR*: The dwelling unit is not required to be the host's permanent residence and the host is not required to be on-site during the term of the transients' occupancy.
- Potential benefits and/or concerns:
 - The dwelling unit is not retained as a primary residence and is removed from the housing market for the duration of its use as a STR.
 - There is no one on-site who is responsible for ensuring appropriate conduct and behavior. Without specific regulation by the jurisdiction, there is no requirement for anyone to be listed as an emergency contact should nuisances occur or issues arise. This can exacerbate enforcement issues.

Regulatory Options:

The three most common regulatory options are:

1. Prohibit all types of STRs;
2. Permit hosted STRs but prohibit unhosted STRs; and
3. Permit both hosted and unhosted STRs

The following section summarizes the options, including how several cities in California regulate them.

1. Prohibit all types of STR

- Potential advantages to prohibiting all STRs:
 - Makes policy intent and regulation clear—there is no confusion as to what type of STR is and is not allowed.
 - Although enforcement of any STR regulation is inherently challenging, a complete prohibition, including the option of

prohibiting advertising of STRs (see below), could make enforcement easier due to clarity of intent.

- Potential disadvantages to prohibiting all STRs:
 - Difficult to collect evidence that a property is being used as a STR.
 - Some owners may try to circumvent the law through misleading advertising (e.g., say they are renting a property as a long-term rental (e.g., more than 30 days), but then pro-rate the “rent” by the day or week so effectively the client is paying for a shorter stay consistent with a STR; this practice would be very difficult to enforce).
 - Prohibition eliminates the possibility of TOT revenue.
- If STRs are prohibited, research indicates the following options should be considered:
 - Also ban advertising STRs for rent, as this is easier for a jurisdiction to prove than proving the property is actually being rented by a transient.
 - Impose fines that are large enough to serve as a disincentive (usually a minimum of \$500-\$1,000+; some cities impose fines of \$2,500 for the first offense); otherwise they might not deter people from trying to rent their homes.
 - Consider other penalties for noncompliance as allowed by law
- The following cities in California prohibit all STRs (note: this is not a comprehensive list):
 - Atherton
 - Calabasas
 - Danville
 - Hermosa Beach
 - Manhattan Beach
 - National City
 - Sausalito
 - Tiburon
 - West Hollywood

2. Permit hosted STRs (home-shares), but prohibit unhosted STRs

- In all cases surveyed, the cities that permit hosted STRs regulate the use and require some type of permitting and collection of TOT. (See examples of types of regulations, below)
- Potential advantages to permitting home-sharing but prohibiting unhosted STRs:

- Provides permanent residents (whether owners or renters) the ability to supplement their income by renting out one or more rooms, without removing the dwelling unit from the housing market.
- An on-site host who is also the primary resident provides greater assurance that transient occupants will not create nuisances.
- The City receives some TOT.
- Potential disadvantages to permitting home-sharing but prohibiting unhosted STRs:
 - Enforcement may be challenging, because it can be difficult to prove that a host is not the primary resident and/or wasn't on the property during the time the property was rented as a homeshare.
 - The concept of unhosted versus hosted STRs may be confusing.
 - The City receives less TOT than if unhosted STRs were also not allowed.
- Jurisdictions in California that permit home-shares with certain regulations, but prohibit unhosted STRs (note: this is not a comprehensive list):
 - Los Angeles
 - Pasadena
 - San Francisco
 - Santa Monica
 - Sunnyvale
 - West Hollywood

3. Permit both hosted and unhosted STRs

- In all cases, the cities that permit both hosted and unhosted STRs regulate the use and require some type of permitting and collection of TOT. (See examples of types of regulations, below)
- The following cities in California permit unhosted and hosted STRs (note that this is not a comprehensive list).
 - Beverly Hills
 - Carlsbad
 - Encinitas
 - Goleta
 - La Quinta
 - Palm Desert
 - Pasadena (with the exception that the unit must be the host's primary residence, whether hosted or unhosted)
 - Malibu

- Newport Beach
- Oceanside
- Palm Desert
- Solana Beach

Examples of types of regulations if STRs are permitted:

If the City decides to allow STRs, there is a broad range of regulations that can be included to mitigate potential negative impacts on surrounding residential properties and neighborhoods. The following list summarizes the most common types of regulations, often referred to as general requirements, conditions, performance standards, criteria, etc.

- Require licensing, registration, and/or permits for STRs
 - Examples:
 - STR permit (may be annual or one-time)
 - STR registration
 - Business license
 - Some cities require one, two, or all three
- Require collection of TOT
- Limit location of STRs
 - Only allow in certain zones
 - Only allow in single-family dwellings, not multi-family dwellings or accessory dwelling units
 - Prohibit STRs in income-regulated units
- Require that hosts be owners of the dwelling unit; or if not, require approval from the property owner to allow the lessee to be a host
- Limit overall number of STRs in city or limit overall number of STRs by neighborhood (e.g., set a maximum percent of residential dwellings that can be used for STRs; STRs must be separated by a minimum distance, etc.)
- Limit months during the year that properties can be rented (e.g. only April-September)
- Require host/manager to provide 24-hour emergency contact and display contact information on front of rental
- Limit number of people who can rent at one time
- Regulate parties, weddings, and other types of special events separately from STRs; either prohibit special events in STRs or require a special event permit separate from the STR, and require discretionary approval (such as a minor use permit)
- Limit total number of rentals per year or total number of days the unit can be rented

- Limit the number of vehicles
- Require minimum number of days per stay (e.g., one week or more)
- Require a surety bond
- Require liability insurance

Locally, the City of San Diego has been considering how to regulate STRs for years. Most recently, the San Diego City Council approved regulations governing STRs on July 16, 2018, with the second reading of the ordinance taking place on August 1, 2018. The STR ordinance only allowed home-sharing, which was limited to the host's primary residence and one additional residence on the same parcel; required annual licensing/registration of the STR, with the STR license number required on all advertisements; required monthly payment of TOT; established and required the payment of a new Affordable Housing Impact Fee of \$2.73 (home share) to \$3.96 (whole home) per rental night, paid monthly by hosts; required compliance with a "Good Neighbor Policy" and posting of local contact information; required the host to collect and maintain detailed record for each STR for three years; and established enforcement and compliance regulations. On August 30, 2018, a petition to repeal the approved STR ordinance was submitted to the City Clerk, which was verified and found sufficient in signatures by the City Clerk. On October 22, 2018, the City Council rescinded the STR ordinance.

Many coastal cities in the San Diego region regulate STRs. Coastal cities typically are tourist destinations and experience higher than average demand for tourist-oriented services, such as lodging, which has prompted a surge in the number of STRs. Coastal cities also are required to comply with the California Coastal Act goals and policies through implementation of Local Coastal Programs, which are reviewed by the California Coastal Commission (CCC) for consistency with Coastal Act requirements. The CCC specifically encourages coastal cities to allow STRs to increase public visitor-serving opportunities that it considers to be a more affordable option for overnight stays on the coast, particularly for groups and families. For example, to address the CCC's goals while protecting neighborhoods from adverse effects resulting from the operation of STRs, the coastal City of Carlsbad allows STRs within the coastal zone, but prohibits them in non-coastal areas of the city (see additional information in the chart on the following pages). The City of Oceanside currently allows STRs as a permitted use and requires collection of TOT. However, due to issues and concerns regarding STRs, the City of Oceanside is currently developing a Comprehensive Short-Term Vacation Rental Program to enhance compliance and accountability, and is also considering hiring a full-time STR enforcement officer.

Many other cities in the San Diego region do not regulate STRs directly; however, they address them differently. Three cities surveyed said they do not regulate the use and do not take a position regarding whether it is permitted or not; one said it only would address complaints regarding parking, trash, noise violations via code enforcement. Another local city that does not specifically regulate the use takes the same approach as Lemon Grove—

because the use is not listed in the Zoning Ordinance as a permitted use, it is considered to be prohibited.

The following chart provides an overview of how eight cities in California regulate STRs, including two in the San Diego region—Carlsbad and Encinitas. The chart summarizes whether they allow hosted and unhosted STRs and the approach they take regarding the most common types of regulations.

STR Comparison Chart of Selected Cities

	San Francisco	Palm Desert	Santa Monica	Pasadena	Goleta	Carlsbad	Encinitas	Sunnyvale
Type of STR:	Hosted STRs	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Unhosted STRs	No	Yes	No	Yes* *However, unit must be the host's primary residence	Yes	Yes	No
Zone(s) Allowed/ Prohibited	Excludes single room occupancy hotels, below market rate units, & any subsidized housing with restrictions on subletting & short-term renting from short-term renting	Hosted STR allowed in R-1 & R-2 zones only Unhosted STRs prohibited in R-1 & R-2 zones & apartments	STRs allowed in all residential units	Permitted in all SFR, duplexes, condominiums, townhomes, and MFRs except covenant-restricted (affordable) and Section 8 units	Permitted in any residential dwelling unit	Permitted ONLY in the Coastal Zone & in the La Costa Condominium Owners Association; prohibited anywhere else in the city	Permitted in all SFR and duplexes in all residential zones	Any zone where residential uses are permitted; includes SFR and MFR units
Type of Permit	Short-Term Residential Rental Registry Application	1. Short Term Rental Permit (STRP); or 2. On-Site Owner Short-Term Rental Permit (OSO-STRP)	See "Business License" section	Short Term Rental Permit	Short-Term Vacation Rental Permit	Short-Term Vacation Rental Permit	Short Term Rental Permit	Must register as a host via a Short Term Rental application
Permit Fee	Yes \$250 for 2 years	Yes \$29/unit (annual registration required to remain valid)	Yes \$79 (initial fee); thereafter, must pay annually based on assigned tax rate based on gross receipts	Yes \$100 (requires annual renewal)	Yes \$75 (one-time fee)	No Fee to obtain or renew a STRV Permit	\$150 (requires annual renewal)	\$86.50 (doesn't specify if fee is one-time or annual)
Business License Required	Yes	Not specified in ordinance	Yes "Business License Home Sharing Application"	Not specified in ordinance	Not specified in ordinance	Yes	Not specified in ordinance	Yes

Discussion Item: Short-Term Rentals

February 19, 2019

	San Francisco	Palm Desert	Santa Monica	Pasadena	Goleta	Carlsbad	Encinitas	Sunnyvale
			Also listed on a City registry					
TOT Collected	Yes 14%	Yes 11%	Yes 14%	Yes 7%	Yes 12%	Yes 10%	Yes 10%	Yes 12.5%
Minimum/Maximum # of Days & Nights	Hosted rental: no limit Un-hosted rental: 90 day limit per year	Minimum: 3 days, 2 nights Maximum: 27 consecutive days or less	Maximum of 30 consecutive days or less for any guest No maximum number of days to operate the Home-Share	Hosted stays: no limit Un-hosted stay: 90 days per year	No limit specified	No limit specified	No limit specified	No limit specified
Maximum Number of Occupants	Not specified	Maximum # of overnight guests: 2/bedroom Max. # of additional daytime guests: 2/bedroom; maximum of 20 total guests for 5 or more bedrooms	Not specified	2 guests/bedroom plus 2 additional guests at any one time	Maximum number: 2 persons, plus a number that will not exceed 2 persons per bedroom	2 per bedroom or studio plus 1 additional person per dwelling unit	2 per bedroom plus 1 additional person per dwelling unit	4, not including accompanied minors; unaccompanied minors specifically not permitted
Parking requirements	Not specified	Must park in driveway and/or garage; on-street parking is prohibited	On-site	On-site	Maximum number of vehicles limited to the number of off-street parking spaces available	On-site	Maximum number of vehicles limited to the number of designated on-site parking spaces	Not specified
Notification of Neighbors	No	Yes City mails notice to owners & occupants of all residences within 200 feet of STR that STR Permit has been issued; provides Good Neighbor Brochure & 24-hour contact person's name & phone number	No	Yes Abutting property owners and occupants must be notified before starting the rental	Yes All property owners within 200 feet of the dwelling unit must be notified within 30 days of issuance of permit	No; however, operator is required to post the STVR Permit on the exterior of the unit "within plain view of the general public"	Yes Applicant required to provide adjacent property owners with a 24/7 phone number for private party responsible for the STR	No

Discussion Item: Short-Term Rentals

February 19, 2019

	San Francisco	Palm Desert	Santa Monica	Pasadena	Goleta	Carlsbad	Encinitas	Sunnyvale
Enforcement/ Penalties	<p>1st violation: \$484/day</p> <p>2nd & subsequent violations: \$968/day</p> <p>Multiple violations result in removal of unit from registry for 1 year; any violation of this section results in penalty of \$1,000/day</p>	<p>1st Citation: \$1,000</p> <p>2nd Citation*: \$3,000</p> <p>3rd Citation*: \$5,000 + immediate revocation of STRP for 2 years</p> <p>*for the same offense within a 12-month period of the date of the 1st offense</p> <p>Operation of STR without valid permit: \$5,000</p>	<p>Illegal operation of a Vacation Rental may be fined up to \$500/day</p>	<p>Punishable as a misdemeanor, infraction, or civil administrative action in the discretion of the city attorney or city prosecutor</p> <p>3 violations may result in automatic suspension of the permit</p>	<p>Punishable as a misdemeanor</p> <p>Permit may be suspended, modified, or revoked by the City Manager or City attorney</p>	<p>Punishable as a misdemeanor</p> <p>Permit may be suspended or revoked by the City Manager or his/her designee</p>	<p>1st violation*: \$250</p> <p>2nd violation*: \$500</p> <p>3rd violation*: \$750</p> <p>4th violation*: \$1,000 plus suspension of permit</p> <p>*for a violation within any 24-month period</p>	<p>Punishable as a public nuisance</p> <p>Permit may be revoked by Director</p>
Other	<p>Permanent resident must occupy the dwelling unit for no less than 275 days out of the calendar year in which the unit is rented as a STR</p> <p>Requires liability insurance of \$500,000, unless hosting platform provides the insurance</p>	<p>Good Neighbor Brochure Required</p>	<p>Limits number of allowable home shares in the city to one person or entity</p>	<p>Specifically prohibits commercial events, commercial parties, or commercial group gatherings, including, but not limited to, weddings, banquets, and corporate events</p>	<p>Requires surety bond of \$1,500</p>	<p>Owner of STVR may be billed for law enforcement services when a second or subsequent police response is required due to a party pursuant to §3.36.040</p>		

Enforcement:

As noted earlier, enforcement of STRs can be a challenge regardless of whether they are permitted or unpermitted; and if permitted, whether they are hosted or unhosted.

- Enforcement approaches vary, with some cities relying on complaints, others being more proactive (e.g., having code enforcement staff or private firms monitor websites listing STRs, setting up STR hotlines for complaints, conducting “sting” operations,” etc.)
- If a city chooses to prohibit STRs, one of the more effective deterrents is to prohibit advertisements for unlawful STRs, because it is much easier to prove that someone is advertising his/her dwelling as an STR than it is to prove that someone is actually renting out his/her dwelling illegally. The City of Calabasas took this approach. If a city prohibits unhosted STRs but allows hosted STRs, an ordinance can address this distinction.
- Depending on the number of STRs in a city, enforcement costs may be significant. Several large cities that are tourist destinations have reported spending over \$200,000 per year on enforcement.

General Plan

A General Plan is often referred to as a “blueprint” for a community’s future. It provides direction for the City’s decisions regarding land use, transportation, environmental, economic, and social goals, objectives, and policies as they relate to land use and development. Although the issue of STRs was not addressed in the City’s existing General Plan, the following goal, objectives, and policies in the Community Development, Housing, and Noise Elements may provide guidance for consideration of the regulation of STRs in Lemon Grove.

Community Development Element:

Objective 1.0: A balanced community with pleasant neighborhoods, a vibrant downtown, and opportunities for economic development.

Policy 1.1: Protect and enhance established neighborhoods.

Objective 2.0: Housing to meet the existing and future needs of Lemon Grove residents.

Policy 2.1: Promote quality single-family development that is compatible with the existing neighborhoods.

Policy 2.4: Continue to implement the Housing Element, and update as required by the State of California.

Objective 4.0: Expansion of commercial enterprises, light industries, and professional services.

Policy 4.6: Promote economic development that positively impacts community health and social justice in addition to job availability, economic revitalization, and tax revenues.

Housing Element:

Primary Goal: Ensure that suitable, safe housing is available at a cost that is affordable to all current and future residents of this community. To this end, the City will encourage a variety of individual choices of tenure, type, and location of housing throughout the community.

Objective 1: Maintain and enhance the quality of residential neighborhoods in Lemon Grove.

Policy 1.2: Conserve and improve the condition of the existing affordable housing stock (Government Code 65583(c)(4)).

Objective 2: Encourage a balanced mix of housing.

Policy 2.2: Preserve the existing housing opportunities for low and moderate income families currently living within the community, and maintain the existing housing stock in good condition.

Policy 2.3: Attempt to preserve restricted low income housing in the City that is “At-Risk” of converting to market-rate housing.

Objective 4: Provide increased opportunities for home ownership.

Policy 4.1: Assist low and moderate income residents in achieving home ownership.

Noise Element:

Objective 1.0: Quiet and peaceful neighborhoods.

Policy 1.1: Maintain the existing land use pattern, where the established neighborhoods are generally separated from activities that generate noise.

Policy 1.3: Work to stabilize traffic volumes in the neighborhoods.

In addition to the goal, objectives, and policies, the City’s Housing Element also identifies two key issues upon which the Housing Element update (2010 to 2010) was focused—1) housing affordability; and 2) the intensity of residential development (density). The two factors that impact affordability are the cost of housing and residents’ incomes. As mentioned previously, a proliferation of unhosted STRs can have a negative impact on the affordability of residential dwellings when they are converted to exclusively transient uses; in effect, this takes residences out of the permanent housing market and may drive up the cost to purchase or rent a dwelling. Additionally, without proper regulation, they

can have negative impacts on the quality of life in existing neighborhoods due to increased noise, traffic, parking, disruptive conduct of transient occupants, trash, and other similar nuisances that have been linked to STRs. Hosted STRs, however, could provide permanent residents with extra income to help them to afford to own a home while providing someone on-site who would be responsible for mitigating potential nuisances with STRs.

Recommended Option

Staff recommends that the City Council select Option 2—permit hosted STRs (home-shares), but prohibit unhosted STRs, and adopt an ordinance to implement Option 2 if the City Council can find that it supports the goals and policies of the City’s General Plan. This option would provide permanent residents the ability to supplement their income by renting out one or more rooms without removing dwelling units from the housing market by converting them to exclusive transient use. In addition, the City would receive TOT from the use.

If the City Council selects Option 2, Staff suggests including the following provisions in an ordinance and requests City Council direction on the recommended provisions, as well as other standards or conditions.

- Restrict STR use in Lemon Grove to home-sharing only
- Restrict STRs to single-family dwellings in residential zones
- Prohibit STRs in income-regulated (affordable) housing units
- Establish and require the host to obtain a Home-Share Permit, and require an annual renewal
- Require the host to obtain a Business License
- Require payment of TOT in accordance with Chapter 3.20
- Limit the number of transient occupants allowed based on the number of bedrooms
- Designate responsibility for conduct of the transient occupants to the host (the on-site permanent resident)
- Require all parking to be provided on-site
- Prohibit special events in association with home-sharing
- Require liability insurance
- Establish Home Share Permit revocation and enforcement procedures

In addition to the provisions recommended above, there are several issues on which Staff requests direction by the City Council.

- Should an approved accessory rental dwelling unit be allowed to be used for a home-share?
- Should both property owners and renters be allowed to be hosts, or just owners? If renters are allowed to be hosts, suggest requiring the property owner's approval, as is currently required for a Home Occupation Permit.
- A "guest house" is defined in the Zoning Ordinance as "living quarters having no kitchen facilities, located within an accessory building located on the same premises with a main building and occupied for the sole use of members of the family, temporary guests or persons permanently employed on the premises." Should a host be allowed to operate a guest house as a home-share? If so, would the guest house be considered a part of the primary residence for the purposes of determining the total number of transients allowed at any one time, or would the host be required to limit the rental to either the primary residence or the guest house?

Environmental Review:

- Not subject to review Negative Declaration
 Categorical Exemption, Section 15061.b.3 Mitigated Negative Declaration

Fiscal Impact:

The City would be able to collect additional Transient Occupancy Tax (TOT) should an ordinance be considered by the City Council. A fuller financial analysis will be conducted should this item move forward.

Public Notification: None.

Staff Recommendation:

The City Council may: 1) receive and file the report; 2) request additional information; or 3) select one of the options provided and direct Staff to prepare an ordinance implementing it based on Council's direction.

Staff recommends that the background information and draft ordinance for the selected option be forwarded to the Planning Commission for consideration and their recommendation. The item, including with Planning Commission's recommendation, then will be returned to the Council for consideration and action.

Attachments: None



LEMON GROVE SANITATION DISTRICT

DISTRICT BOARD STAFF REPORT

Item No. 3

Meeting Date: February 19, 2019

Submitted to: Honorable Mayor and Members of the Lemon Grove Sanitation District

Department: Public Works Department

Staff Contact: Mike James, Assistant City Manager

mjames@lemongrove.ca.gov

Item Title: **Accept the Sewer System Management Plan Update**

Recommended Action: Adopt a resolution accepting the Sewer System Management Plan Update

Summary: The Lemon Grove Sanitation District (District) owns and maintains 68 miles of gravity sewer which convey flow to the City of San Diego collection system for treatment and disposal at the Point Loma Wastewater Treatment Plant. In addition, the District currently provides sewer collection and treatment services to an approximate population of 26,500 customers. The District is approximately two-thirds built out based on the General Plan and serves 10,843 equivalent dwelling units (EDUs) at present with an estimated 15,881 EDUs at buildout.

The Sewer System Management Plan (SSMP) is a comprehensive plan that details the activities and strategies the District will use to effectively manage its sewer collection system. As the two primary oversight agencies, the State Water Resources Control Board (SWRCB) and Regional Water Quality Control Board (RWQCB), mandate that the District defines specific goals and objectives that must be included in the SSMP. Those goals and objectives include:

- Maintaining and improving the condition of the collection system infrastructure in order to provide reliable service into the future;
- Cost-effectively minimizing inflow and infiltration (I/I) and providing adequate sewer capacity to accommodate design storm flows; and
- Minimizing the number and impact of sanitary sewer overflows (SSOs) that occur.

The update to the SSMP was crafted based on the May 2, 2006 Statewide General Waste Discharge Requirements (Statewide WDR) and the July 30, 2013 revision to the Monitor and Reporting Program of the Statewide WDR.

Background: On August 27, 2018, the staff received a proposal from Dexter Wilson Engineering to perform an extensive update to its SSMP. The proposal was approved at a total not to exceed \$28,900 with a time frame for completion at 12 weeks.

Discussion: On May 2, 2006, the SWRCB adopted Order No. 2006-0003-DWQ (Order) for Sanitary Sewer Systems. The Order requires all federal and state agencies, municipalities, counties, districts, and other public entities that own or operate sanitary sewer systems greater than one mile in length that collect and/or convey untreated or partially treated wastewater to a publicly owned treatment facility in the State of California are required develop and implement a SSMP aimed at reducing sanitary sewer overflows (SSOs). It also requires these agencies to report all SSOs to the SWRCB. The SSMP must include 11 elements demonstrating how the agency constructs, manages, operates and maintains its sanitary sewer system. These elements are outlined and discussed in detail in the attached SSMP (**Attachment B**) and summarized below:

1. Goals
2. Description of Organization
3. Legal Authority
4. Operations and Maintenance (O&M)
5. Design and Performance Provisions
6. Overflow Emergency Response Plan (OERP)
7. Fats, Oils, and Grease (FOG) Control Program
8. System Evaluation and Capacity Assurance Plan (SECAP)
9. Monitoring Measurement and Program Modifications
10. Program Audits
11. Communications

The District has completed all the required elements of the SSMP within the State Water Resources Control Board Order 2006-0003 and the final plan (**Attachment B**) is ready for adoption and certification by the District Board.

Environmental Review:

- | | |
|---|---|
| <input type="checkbox"/> Not subject to review | <input type="checkbox"/> Negative Declaration |
| <input checked="" type="checkbox"/> Categorical Exemption, Section 15301, 15302 | <input type="checkbox"/> Mitigated Negative Declaration |

Fiscal Impact: On October 1, 2018, a professional services agreement to Dexter Wilson Engineering Company not to exceed \$28,900 to update the SSMP was executed. The expenditures related to this agreement to date are approximately \$18,125 which was funded from the Sanitation District Fund. Staff feels that after closeout, the cost should not exceed \$20,000.

Public Notification: None.

Staff Recommendation: Adopt a resolution accepting the Sewer System Management Plan Update

Attachments:

- Attachment A – Resolution adopting the Sewer System Management Plan (SSMP) Update
- Attachment B – Draft Sewer System Management Plan Update

RESOLUTION NO. 2019-

**A RESOLUTION OF THE LEMON GROVE SANITATION DISTRICT, CALIFORNIA,
ACCEPTING THE SEWER SYSTEM MANAGEMENT PLAN UPDATE**

WHEREAS, the State Water Resources Control Board adopted Order 2006-0003-DWQ - Statewide General Waste Discharge Requirements for Sanitary Sewer Systems in May 2006, and

WHEREAS, all federal and state agencies, municipalities, counties, districts, and other public entities that own or operate sanitary sewer systems greater than one mile in length that collect and/or convey untreated or partially treated wastewater to a publicly owned treatment facility in the State of California are required to comply with the terms of this order; and

WHEREAS, the General Waste Discharge Requirements of the Order requires the City to develop and adopt a Sewer System Management Plan with the purpose of providing proper and efficient management, operation, and maintenance of the District's sanitary sewer system in order to minimize the number and impact of SSO's throughout the State of California; and,

WHEREAS, the District has completed all required elements of the Sewer System management Plan within the State Water Resources Control Board Order 2006-0003-DWQ mandated requirements and the final plan is now ready for adoption and certification.

NOW, THEREFORE, BE IT RESOLVED that the Lemon Grove Sanitation District hereby accepts the adoption and certification of the Sewer System Management Plan Update.

PASSED AND ADOPTED on _____, 2019, the Lemon Grove Sanitation District, California, adopted Resolution No. 2019-_____, passed by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Racquel Vasquez, Mayor

Attest: Shelley Chapel, MMC, District Clerk

Approved as to Form: Kristen Steinke, District Attorney

SEWER SYSTEM MANAGEMENT PLAN UPDATE

For the

LEMON GROVE SANITATION DISTRICT

3232 Main Street
Lemon Grove, CA 91945

Certified by: _____
Michael James, Assistant City Manager/Public Works Director

Date: January 31, 2019

Prepared by:

Dexter Wilson Engineering, Inc.
2234 Faraday Avenue
Carlsbad, CA 92008

DWE Job No. 151-004

Table of Contents

	<u>Page</u>
EXECUTIVE SUMMARY AND DISTRICT OVERVIEW	iii
SECTION I GOALS	1
SECTION II DESCRIPTION OF ORGANIZATION	2
SECTION III LEGAL AUTHORITY	7
SECTION IV OPERATIONS AND MAINTENANCE (O&M)	9
SECTION V DESIGN AND PERFORMANCE PROVISIONS	13
SECTION VI OVERFLOW EMERGENCY RESPONSE PLAN (OERP)	15
SECTION VII FATS, OILS, AND GREASE (FOG) CONTROL PROGRAM.....	17
SECTION VIII SYSTEM EVALUATION AND CAPACITY ASSURANCE PLAN (SECAP)	18
SECTION IX MONITORING MEASUREMENT AND PROGRAM MODIFICATIONS.....	20
SECTION X PROGRAM AUDITS	27
SECTION XI COMMUNICATIONS.....	29

APPENDICES

APPENDIX A OFFICIAL ADOPTION OF THE 2018 SSMP BY THE LEMON GROVE CITY COUNCIL	
APPENDIX B SSMP CHANGE LOG	
APPENDIX C AUDITS OF THE SSMP	
APPENDIX D LIST OF CRITICAL REPLACEMENT PARTS, MAINTENANCE AND SPILL RESPONSE EQUIPMENT LIST, "HOT SPOT" LIST, AND TRAINING SCHEDULE	
APPENDIX E SANITARY SEWER OVERFLOW (SSO) SUMMARY	

EXECUTIVE SUMMARY AND DISTRICT OVERVIEW

The Lemon Grove Sanitation District (District) was established in 1947 under Section 4700 of the Health and Safety Code of the State of California. At that time, the San Diego County Board of Supervisors served as the Board of Directors of the Sanitation District. County staff were responsible for administration, operation, and maintenance of the Lemon Grove Sanitation District facilities.

The City of Lemon Grove (City) was incorporated in 1977 and that began a process of assimilation of the Lemon Grove Sanitation District into the City of Lemon Grove.

In 1982, the Board of Directors for the Lemon Grove Sanitation District was designated as the Lemon Grove City Council. By 1989, the City Council had transitioned the staffing of the Sanitation District from County Staff to City Staff for all administration, operations and maintenance of City facilities.

The District owns and maintains 68 miles of gravity sewer which convey flow to the City of San Diego collection system for treatment and disposal at the Point Loma Wastewater Treatment Plant. In sum, the District currently provides sewer collection and treatment services to an approximate population of 26,500 customers. The District is approximately two-thirds built out based on the General Plan, and serves 10,843 equivalent dwelling units (EDUs) at present with an estimated 15,881 EDUs at buildout.

The City has five employees who exclusively perform District-related work. All District maintenance, facilities, administrative equipment, personnel, service, billing, regulatory and other overhead are provided by the City. The other functions required for the District to operate (accountants/finance, receptionists, analysts, engineers, inspectors, plan checkers, etc.) are provided by City employees that divide their time among various activities.

This SSMP update has been crafted based on the May 2, 2006 Statewide General Waste Discharge Requirement (Statewide WDR) and the July 30, 2013 revision to the Monitoring and Reporting Program of the Statewide WDR. The SSMP has been certified by the Legally Responsible Official (LRO) and adopted by the District Board (Appendix A). This update and recertification satisfies the WDR/MRP requirement for recertification by November 9, 2019. This SSMP will be audited at a minimum of every two years. The next SSMP recertification deadline is November 9, 2024.

All changes to the SSMP will be logged in Appendix B.

All audits of the SSMP will be included in Appendix C.

SECTION I – GOALS

Background and Regulatory Requirements

The Statewide General Waste Discharge Requirements (Statewide WDRs) governing sanitary sewers specify that the goal of each Sewer System Management Plan (SSMP) is to provide a plan and schedule to properly manage, operate, and maintain all parts of the sanitary sewer system.

District Goals

The District goals for the SSMP are:

1. To ensure public safety and environmental protection by eliminating sewer system overflows (SSOs) through the District's standard operation and maintenance of the collection system.
2. To minimize and mitigate the volume and impact of any sanitary sewer overflow that does occur by immediately responding to the spill, mitigating negative impacts, and reporting the spill in accordance with the MRP in a timely manner.
3. To maintain all wastewater facilities and infrastructure with the necessary capacity and in a free flowing, operable condition for current and future needs of the District's service area by: ensuring sewer system infrastructure is designed and constructed to meet or exceed accepted standards; ensuring that any known system failure is either repaired immediately or has a repair plan and schedule; and, ensuring sufficient funding is included in the annual budget for known operational, maintenance, capital, and training requirements.

SECTION II – DESCRIPTION OF ORGANIZATION

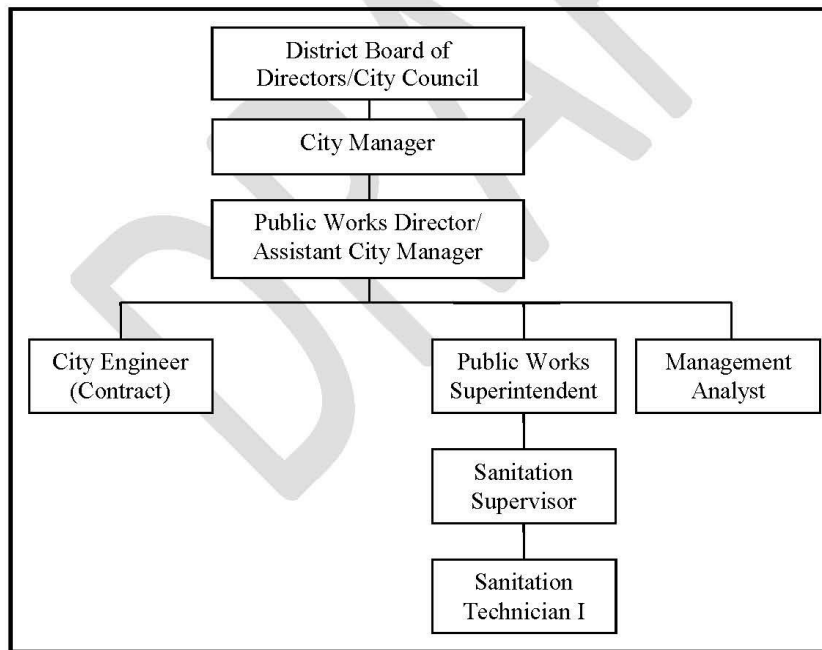
Background and Regulatory Requirements

The Statewide WDRs governing sanitary sewers specify that the Sewer System Management Plan (SSMP) must identify the appropriate responsible representative, identify the organization and lines of authority, and provide a chain of communication for reporting SSOs from receipt of a complaint and include the person responsible for reporting SSOs.

Name of Responsible or Authorized Representative

The Legally Responsible Official (LRO) is the City's Assistant City Manager/Public Works Director, Michael James.

District Organizational Chart



Roles and Responsibilities

The roles and responsibilities of each position in the organization chart are listed here.

Board of Directors
(City Council)

Establishes policies, reviews and accepts formal plans, sets overall District direction, authorizes funds for projects/plans/programs, general overview of upper management, conducts public meetings and hearings, approves SSMP.

City Manager
(Lydia Romero)

Responsible for the management and operation of the District under the direction of the Board. Specifically the Executive Director establishes procedures, plans strategy, leads staff, allocates resources defined in the District budget, delegate's responsibility, authorizes outside contractor to perform services, and serves as the overall public information officer.

**Public Works Director/
Assistant City Manager**
(Michael James)

In addition to assisting with the above responsibilities, this person is the LRO for the District. Responsible for the day-to-day management of the District and for the development and implementation of design and construction standards.

City Engineer (Contract)
(Rick Engineering Company,
Edgar Camerino)

Provides engineering drawings, plans, and specifications for projects within the District. Also responsible for developing or overseeing engineering studies and CIP program development.

Public Works Superintendent
(Vacant)

Responsible for the operations of the District facilities. Additionally, the Superintendent investigates and reports all SSO's. The Sanitation Supervisor assumes these responsibilities while the position is vacant

Sanitation Supervisor
(Scott Adams)

Responsible for the operational activities of the sanitary sewer system, including direct supervision and scheduling of all maintenance crews, and regularly scheduling maintenance activities. Coordinates field operations, prepares and implements overflow emergency response plan, leads emergency response, trains maintenance workers and field crews, and documents activities through pictures and reports. Also handles all required spill reporting.

Sanitation Technician I
(4 Field Staff)

Executes preventative maintenance activities (cleaning and CCTV inspection), reports condition of assets, mobilize and respond to notification of stoppages and SSO's.

Management Analyst
(Stephanie Boyce)

Responsible for initiating and maintaining records within the City's tracking system for SSO's.

ENROLLEE CONTACTS RESPONSIBLE FOR SSMP		
SSMP Element	Responsible Party (Position)	Responsible Party (Name)
Introduction	Public Works Director	Michael James
1 – Goals	Public Works Director	Michael James
2 – Organization	Public Works Director	Michael James
3 – Legal Authority	Public Works Director	Michael James
4 – O&M Program	Sanitation Supervisor	Scott Adams
5 – Design & Performance Provisions	City Engineer	Edgar Camerino
6 – Overflow Emergency Response Program	Sanitation Supervisor	Scott Adams
7 – FOG Control Program	Sanitation Supervisor	Scott Adams
8 – SECAP	City Engineer	Edgar Camerino
9 – Monitoring, Measurement, and Program Modifications	City Engineer	Edgar Camerino
10 – SSMP Program Audits	Public Works Director	Michael James
11 – Communication	Public Works Director	Michael James
Change Log	Public Works Director	Michael James
Appendices	Public Works Director	Michael James

KEY DISTRICT CONTACTS			
Name	Title	Phone Number	Email
Lydia Romero	City Manager	Work – (619) 825-3800	lromero@lemongrove.ca.gov
Michael James	Public Works Director/ Assistant City Manager	Cell – (619) 339-0945	mjames@lemongrove.ca.gov
		Work – (619) 825-3814	
Edgar Camerino	City Engineer (Contract)	Work – (619) 825-3821	ecamerino@lemongrove.ca.gov
Scott Adams	Sanitation Supervisor	Cell – (619) 454-0715	sadams@lemongrove.ca.gov
Stephanie Boyce	Management Analyst	Work – (619) 825-3811	sboyce@lemongrove.ca.gov

Reporting SSOs

The chain of communication for reporting SSOs within the District, as well as additional spill response detail, is provided in the District's Overflow Emergency Response Plan in Section 6.

SECTION III – LEGAL AUTHORITY

Background and Regulatory Requirements

The Statewide WDRs governing sanitary sewers specify that each agency must demonstrate, through sanitary sewer system use ordinances, service agreements, or other legally binding procedures, that it possesses sufficient legal authority to prevent illicit discharges, require proper construction, ensure access to facilities, limit discharges of FOG and debris, and enforce any violation of its ordinances.

District Approach

The District operates under sections (13.12 and 13.16) of the general Lemon Grove Municipal Code as well as the California Plumbing Code (CPC, specifically Chapter 10 which dictates regulations on FOG related waste), both of which prohibit illicit discharges to the sewer system. The City has adopted the San Diego Regional Standards and Drawings (Section 13.12.360) which requires that all sewers and connections conform to these requirements. More specifically, the table below summarizes the location of the District's specific legal authority within the City ordinances.

DISTRICT LEGAL AUTHORITY OVERVIEW	
Requirement	Reference
Public Sewers	
Ability to prevent illicit discharges into the wastewater collection system	Municipal Ordinance 13.12.220
Ability to require that sewers and connections be properly designed and constructed	San Diego Standards and Specifications
Laterals	
Ensure access for maintenance, inspection, or repairs for portions of the service lateral owned or maintained by the Enrollee *	Municipal Ordinance 13.16.040
FOG Source Control	
Ability to limit the discharge of FOG and other debris that may cause blockages	CPC Section 1014
Enforcement	
Ability to enforce any violation of the Enrollee's sewer ordinances	Municipal Ordinance 13.16.110

* Laterals are installed, operated, and maintained by the property owner

Attachments

- City Ordinance No. 13 (Sewer Ordinance)
- CPC Chapter 10

SECTION IV – OPERATIONS AND MAINTENANCE

Background and Regulatory Requirements

The Statewide WDRs governing sanitary sewers specify the development and implementation of an operation and maintenance program as an element of each Wastewater Collection Agency's Sanitary Sewer Management Plan (SSMP). When appropriate and applicable to the agency's system, the plan must include mapping activities, routine preventative operation and maintenance activities, rehabilitation and replacement plans, training, and equipment and replacement parts inventories.

Overview

The District has historically cleaned the sewer system once every year and continues to do so today. Furthermore, the District CCTV inspects the sewer system every four years. Sanitation staff compares current tapes with the previous tapes, to determine if areas are in need of repair or replacement.

During video review, special attention is given to areas needing more frequent cleaning – known as hot spots. Hot spots are cleaned / inspected twice a year. These are typically in commercial areas with multiple restaurants.

To facilitate the necessary cleaning and video-taping of the sewer sanitation system, the District owns and utilizes a Vac-Con Combination Truck with a jetter and vacuum.

Mapping Activities

The District maintains as-built maps of the sanitary sewer system. The District contracted the services of Dexter Wilson Engineering, Inc. to update its Sanitary Sewer Master Plan in 2017. One objective for this plan was to create a hydraulic model utilizing the District's geographic information system (GIS). Within the GIS which required updates to complete the model, all gravity line segments, manholes, pump station, force main, and stormwater conveyance facilities are detailed.

In addition the GIS, the wall map utilized by field staff for strategic planning was updated with the most current stormwater facility information.

Preventive Maintenance Program

Gravity Sewer Mains

The District is responsible for the ongoing maintenance and repair of the sewer main lines. This includes routine and emergency cleaning. In addition, if a licensed plumber, acting as the property owner's agent, determines that the disruption of sewer service is caused by a blockage in the District's sewer main line, as verified by video, the District or its agent will respond to confirm the finding and clear the blockage in the sewer main line.

The District owns and operates a CCTV van which utilizes CUES hardware and Granite Net software to conduct the CCTV inspections of the sewer mains. Two District staff are anticipated to be certified by FY19 in the National Association of Sewer Service Companies Pipeline Assessment Condition Program (NASSCO PACP) coding technique which provides a standard method for identifying the severity of defects observed while conducting the CCTV inspection.

The PACP program allows staff to identify both the type of defect and the severity of a defect for both structural issues (such as a crack in the pipe) and operation and maintenance issues (such as roots) which are seen during the CCTV process. The PACP-based software then assigns various ratings of the overall pipe condition which can be used to prioritize replacements and repair. Additionally, staff maintains a priority list of pipelines which require replacement or repair as a result of these inspections.

Foam treatment used to control root intrusion is a regular, contracted preventative maintenance procedure for the District. An average of 20,000 linear feet per year is treated.

Pump Stations

The Central Avenue Pump Station and force main is the only pumped system in the District. The pump station was installed in 2005 as a result of a storm drain project in the area. The pump station serves 6 EDUs and consists of two submersible pumps in a manhole/wet well, associated electrical equipment, and 1.25-inch force main that is 235 feet in length.

The pump station is presently equipped with Gould's grinder pumps installed by McNamara Pump and Electric, Inc. in 2013. McNamara, along with Modern Septic, also services the pump station twice a year to confirm proper operation of the pumps and alarms. Stainless steel screens are installed surrounding each of the pumps to minimize debris to the pumps; District staff cleans these approximately every six weeks.

Rehabilitation and Replacement Plan

The District integrated the rehabilitation and replacement of all District maintained sewer systems into the City's Capital Improvement Plan. This plan identifies the areas for improvement each fiscal year, the timeline for completion, and the respective funding source.

The Sanitary Sewer Master Plan (which relies on the field staff priority list and CCTV work) is the primary guide in the decision making process to rehabilitate and replace the sewer lines within the District. The specific goals and objectives of the plan are to:

- Create a hydraulic model utilizing the District's geographic information system (GIS) data set;
- Develop buildout wastewater development flow projections;
- Evaluate the capacity of the existing collection system during existing and buildout peak wet weather flows;
- Identify capacity deficiencies within the collection system and determine the necessary facility improvements needed;
- Identify necessary condition-based replacements; and
- Develop a Capital Improvement Plan (CIP) based on capacity and condition deficiencies.

The District will take into account the status (with video inspections) and impending future estimate of sewer capacity when implementing each year of the Capital Improvement Plan to rehabilitate and replace sewer infrastructure. Each fiscal year, pending current sewer actions, could potentially yield a different list than what was recommended in the Sanitary Sewer Master Plan.

In order to properly operate and maintain the sanitary sewer system, the District is now incorporating a Predictive Maintenance Program and Preventative Maintenance Program, as described below.

The Predictive Maintenance Program considers planned and scheduled inspection and rehabilitation of the sanitary sewer system. This would include CCTV and hydraulic modeling as part of the Sanitary Sewer Master Plan.

- Pipe and manhole CCTV or by staff entry as indicated
 - Initial inspection prior to CIP rehabilitation
 - Periodic system re-inspection
 - Detailed inspection or deteriorated areas prior to repair/rehab/replacement
 - Quality control of line cleaning, root cutting, etc.
 - Standardized defect coding system for CCTV
- Pump station inspection
 - Visual from surface every 6 weeks
 - McNamara inspects twice per year (includes electrical panel inspection)
 - Also covers: manhole concrete or protective coating condition, shelf condition and material loss, debris, roots, roaches/vermin, flow depth of water/diameter of channel, velocity, turbulence, hydrogen sulfide levels

The Preventative Maintenance Program relates to all routine preventative operation and maintenance activities, planned and scheduled, with all related documentation including replacement part inventories.

- Gravity Pipe Systems
 - Line Cleaning
 - Hydro-jetting and/or combination (jetting/vacuum) cleaning to minimize blockages, settled debris, grease accumulation
 - Cutting/jetting includes roots, scaling, debris, etc. as encountered
- Pump Station
 - Clean screens

Training Program

All field crew staff are required to attend formalized collection system training semi-annually. Additionally all field crew staff have passed Level 1 certification tests provided by the California Water Environment Agency (CWEA). Internal training also includes, but is not limited to, District Standard Operating Procedures (SOP). The District's SOPs are listed below.

1. Line Cleaning
2. CCTV Inspections
3. Pump Station Alarm Response
4. Overflow Emergency Response Plan

The Sanitation Supervisor will verify and approve any contracted company needed to perform any type of work upon the District's sewer system.

The annual training schedule is provided in Appendix D.

Equipment and Parts Inventories

These lists are included in Appendix D.

SECTION V – DESIGN AND PERFORMANCE PROVISIONS

Background and Regulatory Requirements

The Statewide WDRs governing sanitary sewers specify the development and implementation of design and performance provisions as an element of each Wastewater Collection Agency's Sanitary Sewer Management Plan (SSMP). Specifically, design and construction standards and each project's specifications must be in place for the installation of new facilities and for the rehabilitation and repair of existing facilities. Additionally procedures and standards for each project should be in place for inspecting and testing the installation of new sewers, pumps, and other appurtenances and for rehabilitation and repair projects.

Compliance Summary

The District has adopted the San Diego Regional Standard Drawings and San Diego Regional Supplement which is a supplement to the "Greenbook" Standard Specifications for Public Works Construction.

The City's Municipal Code 13.12.360 states in part, "All work performed and all plans and specifications required shall conform to the requirements prescribed by The San Diego Area Regional Standard Drawings and The Standard Specifications for Public Works Construction. These documents are on file at the office of the City Clerk."

Design

All gravity sewer line systems within the District are designed to meet regional standards for San Diego County. Pipe sizes are determined by the ultimate service area and available slope. All gravity sewer line plans are designed by registered civil engineers and reviewed and approved by the City Engineer prior to construction. Design and District Engineering services are provided by an outside contractor.

Construction

All gravity sewer line systems are constructed by qualified contractors, who must have a Class A general contractor's license when working within the City road right-of-way. The contractor's work is inspected by the City and tested for trench compaction and pipeline integrity in compliance with the Standard Specifications for Public Works Construction. Live connections to the gravity sewer system are not permitted until final approval by the District is given and record drawings have been filed.

Connections

All connection requests for private residences and commercial establishments are reviewed by the City. No connections are allowed until a valid wastewater discharge permit has been issued by the City.

Inflow and Infiltration

Based on historical data, and to not oversize facilities, for planning purposes, the hydraulic capacity evaluations of future/buildout conditions assume an average flow of 40 gpd/EDU for inflow and infiltration. This flow rate is based on readings from District meters.

Areas where wet weather flows are shown to have a peaking factor greater than 3.0 are put into a CIP prioritization which targets a reduction in inflow and infiltration. This data was gathered by the flow meters located throughout the District as part of the master plan update process.

SECTION VI – OVERFLOW EMERGENCY RESPONSE PLAN

Background and Regulatory Requirements

The Statewide WDRs governing sanitary sewers specify the development and implementation of an overflow emergency response plan as an element of each Wastewater Collection Agency's Sanitary Sewer Management Plan (SSMP). This element identifies the agency's practices to protect public health and the environment in the event of a spill. State Water Resources Control Board Order No. WQ2013-0058-EXEC amended the Monitoring and Reported Program (MRP) on September 9, 2013.

District Actions

The District has developed and implemented an Overflow Emergency Response Plan (OERP) which: standardizes the District's response actions to the report of a possible sanitary sewer overflow or spill; identifies the safety precautions and industry practices to ensure public and environmental health and safety; and identifies the internal and external notification and reporting requirements. Key required components of this SSMP element are discussed in the following sections.

An essential component of the OERP is the identification of the proper notification procedures to the appropriate parties, starting with the person who actually receives the initial reporting call; this includes notifications to regulatory agencies and other external agencies, as well as District management. The District's list of emergency contractor(s) is provided in the OERP.

In addition to general spill response practices, the plan identifies specific additional steps which should be followed for a particular spill type and procedures to contain and prevent/limit discharge to surface waters. The plan also identifies procedures to address emergency operations, such as traffic and crowd control, while adhering to District safety procedures.

Whenever there is a risk of contamination from a sewage spill to surface waters or an area of public contact, the District will initiate posting of the contaminated area with signs warning of the contamination. The Department of Health Services will be contacted in order to determine the duration of the posting and whether or not any closure or sampling of the area will be necessary. Upon notification by the Department of Health Services that the threat of contamination is over, the District will remove the posted signs.

To further minimize or correct any adverse impact, the plan procedures specify that any wash-water, debris, and contaminated soil are collected and properly disposed of.

Finally, the Sanitation Supervisor, in concert with the appropriate agencies and contractors, would direct sampling protocols, if necessary, to determine the environmental impact and remediation of the spill. The District maintains a sampling procedure which would be modified to incorporate the concerns of any regulatory authorities, as necessary, as part of the spill response. For spills greater than 50,000 gallons, the Water Quality

Monitoring Program reporting would be implemented to provide the appropriate sampling and documentation.

Training on the OERP is provided annually to District/City staff and emergency contractors. Training on the OERP is also a part of the new hire process for all staff in the field.

The OERP is attached to this section.

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LEMON GROVE SANITATION DISTRICT OVERFLOW EMERGENCY RESPONSE PLAN

EFFECTIVE DATE: February 1, 2019
REVIEW DATE: February 1, 2020

Page 1 of 4

1.0 PURPOSE

The procedure for responding to a sanitary sewer overflow (SSO) was developed and instituted to:

- a. Standardize the proper method used by staff when responding to a report of a possible sewage overflow.
- b. Ensure that all safety precautions and industry practices are consistently followed to minimize the impact of a sewage spill to public health, worker safety, and the environment.
- c. Provide notification to all appropriate external agencies of the SSO.

2.0 SAFETY

Nothing in these procedures supersedes, or in any other way, relaxes District Safety Procedures regarding Traffic Safety, Electrical Safety, Confined Space, Infectious Disease, or Illness and Injury Prevention.

3.0 INCOMING CALL PROCEDURES

A. If initial call is received by the District or Heartland Dispatch, they shall note:

- a. **Reporting Person's Name:** _____
- b. **Reporting Person's Phone Number:** _____
- c. **Time the Spill was Reported:** _____
- d. **Spill Location:** _____
- e. **Time Spill Started (if known):** _____
- f. **Spill Type (if known): Manhole/Pipeline/Pump Station/Other**

Next Heartland Dispatch shall call the Sanitation Supervisor, or on-call person if after hours, to dispatch appropriate personnel.

B. When District staff receives report of a spill by either Heartland Dispatch, or directly from the public or some other means, staff will collect the following information:

- a. **Reporting Person's Name:** _____
- b. **Reporting Person's Phone Number:** _____
- c. **Time the Spill was Reported:** _____
- d. **Spill Location:** _____
- e. **Time Spill Started (if known):** _____
- f. **Spill Type (if known): Manhole/Pipeline/Pump Station/Other**

Staff will then notify the Sanitation Supervisor, or on-call person if after hours, and proceed to spill location.

LEMON GROVE SANITATION DISTRICT OVERFLOW EMERGENCY RESPONSE PLAN

EFFECTIVE DATE: February 1, 2019
REVIEW DATE: February 1, 2020

Page 2 of 4

4.0 SPILL RESPONSE PROCEDURES

Sanitation Staff Responding to Spill

- A. Quickly, but safely, proceed to the location of the reported spill in the combination truck.
Note time of arrival: _____
- B. Upon arrival, immediately investigate and assess the situation, especially for any safety hazards. Determine if there are any exceptional or additional measures required to protect the public, such as traffic control or crowd control (if so, contact the Sanitation Supervisor). As practical and within safety limits consider the use of barriers, taping of the area, or requesting assistance from law enforcement officials.
- C. Determine the type of water overflowing/spilling. Make a rapid estimate of spill flowrate or its volume, the source of the spill, and its destination (see photos of various spill volumes, Attachment A).
 - a. **Spill Volume Flowrate/Estimate:** _____ **in gallons** (include length, width, and depth of contained spill and/or estimate flowrate from pipe/manhole with estimated duration of flow and amount returned to the system)
 - b. **Spill Source:** _____
 - c. **Spill Destination :** _____
- D. Immediately make all practical efforts to contain the overflowing sewage to minimize potential damage from overflow runoff.
- E. As rapidly as possible, correct the cause of the spill. Note times spill is contained and/or problem corrected.
 - a. **Time Spill Contained:** _____
 - b. **Time Problem Corrected:** _____
- F. Keep Sanitation Supervisor informed of all aspects of the spill.
- G. Determine latitude and longitude of spill location and spill destination, if this location is substantially different (over 1000 yards away).
- H. If required, assist combination/pumper truck operator in returning all collected wastewater to sewer collection system.
- I. Assist with any and all repair/remediation efforts.
- J. Take photographs, if possible, to record spill size, spill damage, and response.
- K. As soon as practical after the spill/overflow has been corrected/cleared, wash and/or remediate all areas affected by the spill. Wash water and other debris, as well as contaminated soil should be collected and properly disposed of.

ADDITIONAL SPILL RESPONSE ITEMS

If Responding to a Gravity Sewer Blockage:

- a. Correct cause of blockage/overflow
- b. Clean area

LEMON GROVE SANITATION DISTRICT OVERFLOW EMERGENCY RESPONSE PLAN

EFFECTIVE DATE: February 1, 2019
REVIEW DATE: February 1, 2020

Page 1 of 4

1.0 PURPOSE

The procedure for responding to a sanitary sewer overflow (SSO) was developed and instituted to:

- a. Standardize the proper method used by staff when responding to a report of a possible sewage overflow.
- b. Ensure that all safety precautions and industry practices are consistently followed to minimize the impact of a sewage spill to public health, worker safety, and the environment.
- c. Provide notification to all appropriate external agencies of the SSO.

2.0 SAFETY

Nothing in these procedures supersedes, or in any other way, relaxes District Safety Procedures regarding Traffic Safety, Electrical Safety, Confined Space, Infectious Disease, or Illness and Injury Prevention.

3.0 INCOMING CALL PROCEDURES

A. If initial call is received by the District or Heartland Dispatch, they shall note:

- a. **Reporting Person's Name:** _____
- b. **Reporting Person's Phone Number:** _____
- c. **Time the Spill was Reported:** _____
- d. **Spill Location:** _____
- e. **Time Spill Started (if known):** _____
- f. **Spill Type (if known): Manhole/Pipeline/Pump Station/Other**

Next Heartland Dispatch shall call the Sanitation Supervisor, or on-call person if after hours, to dispatch appropriate personnel.

B. When District staff receives report of a spill by either Heartland Dispatch, or directly from the public or some other means, staff will collect the following information:

- a. **Reporting Person's Name:** _____
- b. **Reporting Person's Phone Number:** _____
- c. **Time the Spill was Reported:** _____
- d. **Spill Location:** _____
- e. **Time Spill Started (if known):** _____
- f. **Spill Type (if known): Manhole/Pipeline/Pump Station/Other**

Staff will then notify the Sanitation Supervisor, or on-call person if after hours, and proceed to spill location.

LEMON GROVE SANITATION DISTRICT OVERFLOW EMERGENCY RESPONSE PLAN

EFFECTIVE DATE: February 1, 2019
REVIEW DATE: February 1, 2020

Page 2 of 4

4.0 SPILL RESPONSE PROCEDURES

Sanitation Staff Responding to Spill

- A. Quickly, but safely, proceed to the location of the reported spill in the combination truck.
Note time of arrival: _____
- B. Upon arrival, immediately investigate and assess the situation, especially for any safety hazards. Determine if there are any exceptional or additional measures required to protect the public, such as traffic control or crowd control (if so, contact the Sanitation Supervisor). As practical and within safety limits consider the use of barriers, taping of the area, or requesting assistance from law enforcement officials.
- C. Determine the type of water overflowing/spilling. Make a rapid estimate of spill flowrate or its volume, the source of the spill, and its destination (see photos of various spill volumes, Attachment A).
 - a. **Spill Volume Flowrate/Estimate:** _____ **in gallons** (include length, width, and depth of contained spill and/or estimate flowrate from pipe/manhole with estimated duration of flow and amount returned to the system)
 - b. **Spill Source:** _____
 - c. **Spill Destination :** _____
- D. Immediately make all practical efforts to contain the overflowing sewage to minimize potential damage from overflow runoff.
- E. As rapidly as possible, correct the cause of the spill. Note times spill is contained and/or problem corrected.
 - a. **Time Spill Contained:** _____
 - b. **Time Problem Corrected:** _____
- F. Keep Sanitation Supervisor informed of all aspects of the spill.
- G. Determine latitude and longitude of spill location and spill destination, if this location is substantially different (over 1000 yards away).
- H. If required, assist combination/pumper truck operator in returning all collected wastewater to sewer collection system.
- I. Assist with any and all repair/remediation efforts.
- J. Take photographs, if possible, to record spill size, spill damage, and response.
- K. As soon as practical after the spill/overflow has been corrected/cleared, wash and/or remediate all areas affected by the spill. Wash water and other debris, as well as contaminated soil should be collected and properly disposed of.

ADDITIONAL SPILL RESPONSE ITEMS

If Responding to a Gravity Sewer Blockage:

- a. Correct cause of blockage/overflow
- b. Clean area

LEMON GROVE SANITATION DISTRICT OVERFLOW EMERGENCY RESPONSE PLAN

EFFECTIVE DATE: February 1, 2019
REVIEW DATE: February 1, 2020

Page 3 of 4

If Responding to a Gravity Sewer Breakage:

- a. Respond with combination truck and SSO trailer
- b. Immediately contact Modern Septic (619) 444-1131
- c. Contact additional agencies for assistance if needed

If Responding to Central Avenue Pump Station Failure:

- a. If wet well is overflowing
 - a. Divert to containment area using spill response materials
 - b. Correct the cause of the overflow
 - c. Disinfect area
 - d. Contact Modern Septic

If Responding to a Force Main Failure:

- a. Immediately contact Modern Septic (619) 444-1131

If SSO reaches Storm Drain/creek/watercourse, see Attachment B:

- a. Immediately contact Modern Septic (619) 444-1131

Sanitation Supervisor

- A. Dispatch additional assistance as required/requested by responding staff. This could include emergency pumping contractors (see Attachment C for contact information).
- B. Use Attachment C as a guide for determining which category SSO has occurred.
- C. Based upon size and location of sewer spill, coordinate with City Engineer (CE), RWQCB, Environmental Health, and Fish and Game to determine number, locations, frequency, and type of analyses for the samples required to determine environmental impact of spill and prepare and carry out a written plan and protocol as soon as practical, but within 1st 24 hours. CE will make recommendations as soon as possible to incorporate additional resources such as an environmental scientist or biologist as necessary. Note: If spill is greater than 50,000 gallons the SSO Water Quality Monitoring Program must be implemented.
- D. Will conduct an immediate investigation into the spill, including a review of the affected sewer line's preventative maintenance history.
- E. After investigation is completed and properly documented, a narrative report will be submitted to the City Manager and Public Works Director.
- F. Will conduct a spill response debriefing with Field Staff.
- G. Spill signage posting.

5.0 SPILL REPORTING PROCEDURES

- A. Sanitation Supervisor will make all required notifications to the SDRWQCB, DEH, and the Office of Emergency Services (OES) within two hours for any spill that is greater than or equal to 1,000 gallons reaching a storm drain, drainage channel, or surface waters (see Attachment C for important contacts).

LEMON GROVE SANITATION DISTRICT OVERFLOW EMERGENCY RESPONSE PLAN

EFFECTIVE DATE: February 1, 2019
REVIEW DATE: February 1, 2020

Page 4 of 4

- B. Sanitation Supervisor will prepare and/or review all follow up documentation for inclusion in the WDRs required SSO database, California Integrated Water Quality System (CIWQS) <http://ciwqs.waterboards.ca.gov/ciwqs> within twenty-four hours.
- C. Public Works Director submit draft CIWQS report for a Category 1 or Category 2 spill within 3 business days. Submit final CIWQS report for a Category 1 or Category 2 spill within 15 calendar days. Report for Category 3 spill within 30 calendar days of the end of month in which SSO occurred.
- D. See Attachment D for determining spill category and Attachment F for Final Report requirements.
- E. If Category 1 SSO is >50,000 gallons Public Works Director to prepare SSO Technical Report per outline in Attachment F. Submit final report within 45 calendar days.
- F. Sanitation Supervisor prepare hard copy and electronic file of all spill-related paperwork and transmit to Public Works Director.

Attachments:

- A. Manhole Overflow Spill Volume Estimation
- B. Posting and Sampling Procedures
- C. Emergency Contact List
- D. Determining Spill Category
- E. Final Report Requirements by Spill Category
- F. SSO Technical Report Outline for Category 1 Spills
- G. Sanitation Call Response Form

**LEMON GROVE SANITATION DISTRICT
OVERFLOW EMERGENCY RESPONSE PLAN**

ATTACHMENT A

SPILL VOLUME ESTIMATION

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Reference Sheet for Estimating Sewer Spills from Overflowing Sewer Manholes

All estimates are calculated in gallons per minute (gpm)



All photos were taken during a demonstration using motorized water from a hydrant in conjunction with the City of San Diego's Water Department.

rev. 2/09

LEMON GROVE SANITATION DISTRICT OVERFLOW EMERGENCY RESPONSE PLAN

ATTACHMENT B POSTING AND SAMPLING PROCEDURES MATERIALS

Note: The need for posting and sampling will be determined by the Sanitation Supervisor based on communication with the Department of Health Services.

Note: Due to the hazards involved with posting and/or sampling, personal protective equipment including rubber boots, traffic vest, eye protection, and nitrile gloves must be worn.

- A. Retrieve posting and sampling materials.
- B. Collect samples and label each bottle with location collected, date and time of collection, and person taking sample.
- C. Sanitation Supervisor shall ensure that:
 - a. Posting and Sampling supplies are available (see list below),
 - b. Posting and Sampling continues as required by San Diego County Office of Environmental Health (DEH) and the San Diego Regional Water Quality Control Board (SDRWQCB),
 - c. Ensure that all results of sample analyses are transmitted to DEH and SDRWQCB as required.

The documentation of the above efforts shall be the District's Water Quality Monitoring Program. In addition to the above, if the spill is greater than 50,000 gallons, insure that ammonia is evaluated in the samples in addition to bacteriological indicators required by DEHS or RWQCB. These samples must be taken within 48 hours of becoming aware of the spill.

Posting and Sampling Materials:

- a. (1) Sledge Hammer
- b. (50) wooden stakes
- c. (40) Warning – Contaminated Water Signs
- d. (1) Staple Gun
- e. (2) boxes of staples (minimum 3/8 inch)
- f. (8) clean sample bottles
- g. (16) Bottle Labels
- h. (1) black Sharpie Pen
- i. (2) 50 foot rolls of yellow barrier tape

**LEMON GROVE SANITATION DISTRICT
OVERFLOW EMERGENCY RESPONSE PLAN**

**ATTACHMENT C
EMERGENCY CALLOUT LIST**

KEY DISTRICT CONTACTS		
Name	Title	Phone Numbers
Lydia Romero	City Manager	Work – (619) 825-3800
Michael James	Public Works Director/Assistant City Manager	Work – (619) 825-3814
Edgar Camerino	District Engineer	Work – (619) 825-3821
(Vacant)	Public Works Superintendent	Cell - Work -
Scott Adams	Sanitation Supervisor	Cell – (619) 454-0715
Stephanie Boyce	Administrative Assistance	Work – (619) 825-3811
Emergency and Key Service Contractors		
SDRWQCB	Public Agency	(619) 516-1990
OES	Public Agency	(800) 852-7550
DEHS	Public Agency	Day – (858) 495-5579 After Hours - (858) 565-5255
City of La Mesa	Public Agency	
City of San Diego	Public Agency	
County of San Diego	Public Agency	
Modern Septic	Emergency Contractor	Office – (619) 444-1131
D-Max Engineering	Water Quality/Sampling Consultant	(858) 586-6600
Heartland Dispatch	After Hours City Dispatch	Office - (619) 441-1621

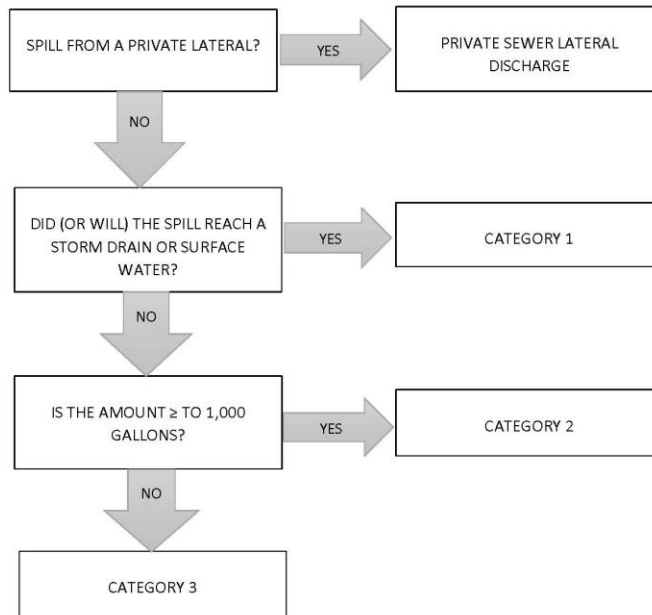
**LEMON GROVE SANITATION DISTRICT
OVERFLOW EMERGENCY RESPONSE PLAN**

ATTACHMENT D

DETERMINING SPILL CATEGORY

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DETERMINING SPILL CATEGORY



**LEMON GROVE SANITATION DISTRICT
OVERFLOW EMERGENCY RESPONSE PLAN**

ATTACHMENT E

CERTIFIED SSO REPORT

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CERTIFIED SSO REPORT
 REQUIREMENTS IN ADDITION TO SPILL DATA SHEET

Required to Complete?			MRP Item Section 8.i.b.	District Response
Category 1	Category 2	Category 3		
✓	✓	✓	1. Description of SSO destination(s)	
✓	✓	✓	2. SSO end date and time	
✓	✓	✓	3. SSO causes (mainline blockage, roots, etc.)	
✓	✓	✓	4. SSO failure point (man, lateral, etc.)	
✓	✓	✓	5. Whether or not the spill was associated with a storm event.	
✓	✓	✓	6. Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the overflow; and a schedule of major milestones for those steps.	
✓	✓	—	7. Description of spill response activities.	
✓	✓	—	8. Spill response completion date.	
✓	✓	—	9. Whether or not there is an ongoing investigation, the reasons for the investigation and the expected date of completion.	
✓	—	—	10. Whether or not a beach closure occurred or may have occurred as a result of the SSO.	
✓	—	—	11. Whether or not health warnings were posted as a result of the SSO.	

CERTIFIED SSO REPORT
REQUIREMENTS IN ADDITION TO SPILL DATA SHEET

Required to Complete?			MRP Item Section 8.i.b.	District Response
Category 1	Category 2	Category 3		
✓	—	—	12. Name of beach(es) closed and/or impacted. If no beach was impacted, NA shall be selected.	
✓	—	—	13. Name of surface water(s) impacted.	
✓	—	—	14. If water quality samples were collected, identify parameters the water quality samples were analyzed for. If no samples were taken, NA shall be selected.	
✓	—	—	15. If water quality samples were taken, identify which regulatory agencies received sample results (if applicable). If no samples were taken, NA shall be selected.	
✓	—	—	16. Description of methodology(ies) and type of data relied upon for estimations of the SSO volume discharged and recovered.	
✓	✓	✓	17. SSO Certification: Upon SSO Certification, the CIWQS Online SSO Database will issue a final SSO identification (ID) number.	

**LEMON GROVE SANITATION DISTRICT
OVERFLOW EMERGENCY RESPONSE PLAN**

ATTACHMENT F

SSO TECHNICAL REPORT OUTLINE

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SSO TECHNICAL REPORT OUTLINE

Reporting

A report following this outline shall be submitted to CIWQS for an SSO \geq 50,000 gallons. The report shall be filed within 45 calendar days of the SSO end date. Note that the Water Boards may require additional information based on spill event.

Outline

1. Causes and Circumstances of the SSO:
 - a. Complete and detailed explanation of how and when the SSO was discovered.
 - b. Diagram showing the SSO failure point, appearance point(s), and final destination(s).
 - c. Detailed description of the methodology employed and available data used to calculate the volume of the SSO and, if applicable, the SSO volume recovered.
 - d. Detailed description of the cause(s) of the SSO.
 - e. Copies of original field crew records used to document the SSO.
 - f. Historical maintenance records for the failure location.

2. Enrollee's Response to SSO:
 - a. Chronological narrative description of all actions taken by enrollee to terminate the spill.
 - b. Explanation of how the SSMP Overflow Emergency Response plan was implemented to respond to and mitigate the SSO.
 - c. Final corrective action(s) completed and/or planned to be completed, including a schedule for actions not yet completed.

3. Water Quality Monitoring:
 - a. Description of all water quality sampling activities conducted including analytical results and evaluation of the results.
 - b. Detailed location map illustrating all water quality sampling points.

LEMON GROVE SANITATION DISTRICT
OVERFLOW EMERGENCY RESPONSE PLAN

ATTACHMENT G

Sanitation Call Response Form

Location _____
Date _____ Time _____
Crew that Responded _____

Details:

Spill Appearance Point _____
Responsible Party City Sanitation Dist. / Private lateral / Other _____
Estimated Spill Volume _____
Estimated Spill GPM _____
Cause of Blockage _____
Damage to Private Property Yes / No _____
Surface Water Impacted Yes / No _____
Drinking Water Supply Impacted Yes / No _____
If yes Affected Areas:

Actions Taken:

Restored Flow _____ cleaned up spill _____
Contained all or portion of spill _____
CCTV Inspection investigation report _____

Comments _____

Notes _____

SECTION VII – FATS, OILS, AND GREASE CONTROL PROGRAM

Background and Regulatory Requirements

The Statewide WDRs governing sanitary sewers specify Fats, Oils, and Grease (FOG) Control Programs as an element of each Wastewater Collection Agency's SSMP. This element requires each agency to evaluate its service area to determine whether a FOG control program is needed and to develop a FOG control program if appropriate.

District Actions

The City's Municipal Code's 13.12.220, 13.12.260, and 13.12.270 contain language-describing prohibitions on the discharge of any materials or obstructions that have the potential to clog, obstruct or fill the sewer or will interfere with or prevent the effective use of the sewer system. Additionally, there is language prohibiting the discharge of various toxic substances, petroleum products, rain water and surface water. City Municipal Code 13.16 establishes legal authority by the City to enforce infrastructure improvements in locations with chronic FOG issues.

The City adheres to the California Plumbing Code. Stated within the code, Section 1014.8 stipulates the requirements for grease interceptors for commercial kitchens. At this time, grease interceptors are not required for individual dwelling units or for any private living quarters.

The District has a list of "hot spots", shown on the district maps in the Public Works Department that are subject to excess FOG and are cleaned twice a year. Current authority to inspect grease-producing facilities and enforcement is governed by City Municipal Codes 13.12.330 and 13.16.110. In part, these codes authorize the Public Works Director to enforce all provisions of Chapter 13 and for such purpose shall have the powers of a peace officer. Additionally, all actions taken by the City/District staff will provide for the recovery of capital and operation costs of such facilities.

Source control measures for all identified "hot spots" will consist of:

- Distribution of the District's pamphlets for restaurant and homeowner grease control; and
- Restaurants will be required to install grease traps or interceptors via the plan check process; or
- Inspections by City staff and/or contracted employees, as necessary.

District Documents Referenced By This Section

- City Municipal Code
- CPC Chapter 10

SECTION VIII – SYSTEM EVALUATION AND CAPACITY ASSURANCE PLAN

Background and Regulatory Requirements

The Statewide WDRs governing sanitary sewers specify that each Wastewater Collection Agency shall prepare and implement a capital improvement plan (CIP) that will provide hydraulic capacity of key sanitary sewer system elements for dry weather peak flow conditions, as well as the appropriate design storm or wet weather event as part of the SSMP.

District Actions

Overall System and Treatment Capacity Evaluation – Flows generated within the District are treated at the Point Loma Wastewater Treatment Plant. The Point Loma Wastewater Treatment Plant is one of three treatment facilities in the overall Metro wastewater system. The District's ownership and financial responsibilities for its fair share of the Metro system is about 1.266% per the latest City of San Diego reports (fiscal year 2015). There is sufficient treatment capacity in the Metro system to accommodate the District's buildout projected flows.

In August 2017, the District updated its Sanitary Sewer Master Plan that included an analysis to forecast future wastewater flows through District buildout. The plan incorporates a computer model based hydraulic analysis of every pipeline in the sewer system to identify capacity deficiencies during dry and wet weather flows under existing and buildout conditions. The plan further identifies the specific capital improvement projects necessary to address the deficiencies along with triggers related to the timing of their implementation. The current system capacity is sufficient to convey the current dry weather peak sewer flows.

Inflow and infiltration mitigation projects are recommended to address apparent peak wet weather capacity concerns. Buildout related capacity improvement projects will be implemented based on growth in the District and actual wastewater flows.

Pump Station Evaluation – The single pump station in the District, Central Avenue, presently serves only six single-family homes and its service area is not anticipated to increase. The pump station is equipped with Gould's grinder pumps and was completed by McNamara Pump and Electric, Inc. in 2013. McNamara also presently services the pump station twice a year to confirm proper operation of the pumps and alarms. Stainless steel screens are installed surrounding each of the pumps to minimize debris to the pumps; District staff cleans these approximately every six weeks.

Design Criteria – All design criteria for current and future sewer projects will adhere to the San Diego Area Regional Standard Drawings, as stated in the City's Municipal Code 13.12.200. For planning purposes the District utilizes a 240 gpd/EDU generation rate per current District Ordinance No. 27.

Capacity Enhancement Measures – The Sanitary Sewer Master Plan contains a list of each project identified as necessary to increase the capacity of segments within the sewer system. If no improvements are required in the short term, then long-term improvements will be planned according to City development and metered sewer flows.

Schedule – Per the Sanitary Sewer Master Plan update there are projects currently identified for the District. This may be updated depending on the findings of the system evaluation described above.

DRAFT

SECTION IX – MONITORING, MEASUREMENT, AND PROGRAM MODIFICATIONS

Background and Regulatory Requirements

The Statewide WDRs governing sanitary sewers specify that each Wastewater Collection Agency shall:

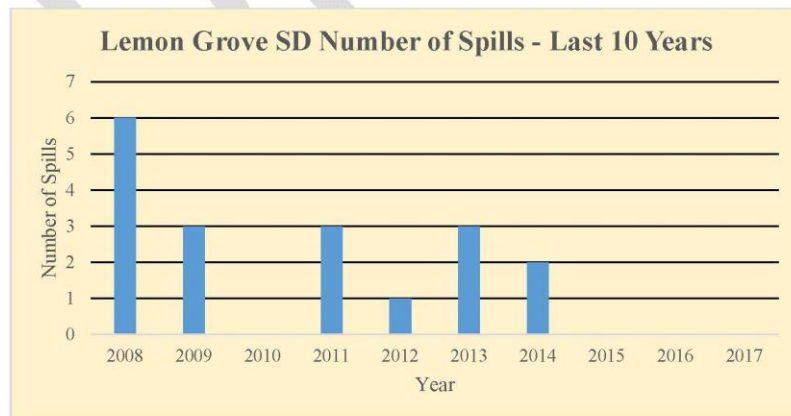
- maintain relevant information that can be used to establish and prioritize appropriate SSMP activities,
- monitor the implementation and measure the effectiveness of each element of the SSMP,
- assess the success of the preventative maintenance program,
- update program elements, as appropriate based on monitoring or performance evaluations, and
- identify and illustrate SSO trends, including frequency, location, and volume.

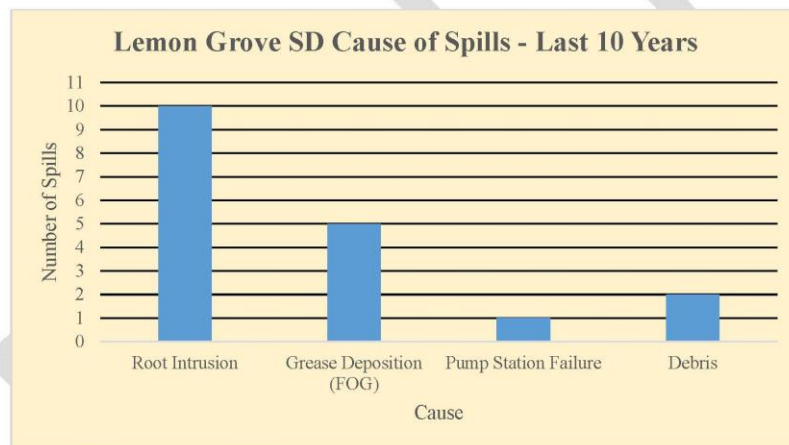
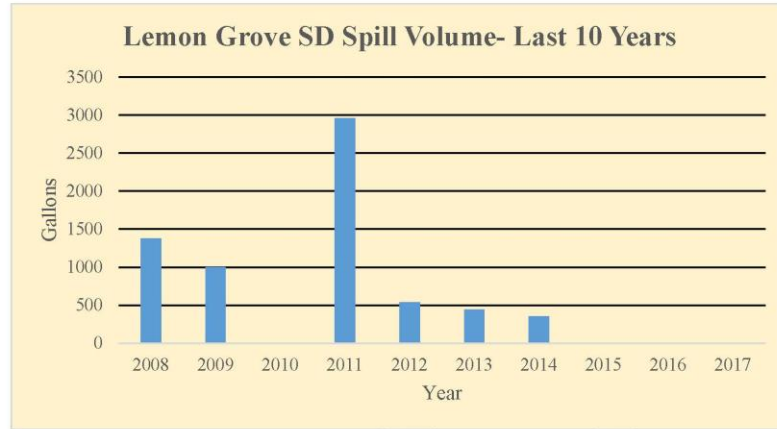
Maintaining the applicability of the SSMP to District activities necessitates ongoing evaluation of the activities the District performs, their success, and improvement if necessary.

District Actions

Preventative Maintenance Program Evaluation

The graphs below illustrate the District's spill history over the last decade, not including private laterals. Exhibit A illustrates the spill locations and Appendix E presents the spill summary list. The exact location of two spills are not known and are omitted on Exhibit A.





As stated in Section IV, the District primarily utilizes its CCTV equipment to gather data on its collection system and monitor for any issues. Deficient sections are organized into a priority list for replacement via a CIP. The results of the District's CCTV activities will continue to be presented in more detail in subsequent audits of this SSMP and the next rendition of the SSMP itself.

The combination of root treatments, regular hydrocleaning, and CCTV activities have been effective in decreasing the frequency and volume of spills in recent years.

Monitoring, Measuring, and Modifying the SSMP Sections

Upon completion of the SSMP, the District will evaluate the SSMP elements and make program modifications as necessary. To ensure that all elements of the SSMP are implemented, relevant, and effective, the District will complete the Section IX SSMP Evaluation Checklist. The checklist was developed for the specific purpose of evaluating the SSMP and will be conducted concurrent with future SSMP Audits. The checklist can be found on the next pages. Changes to the checklist will be documented in future audits of this SSMP.

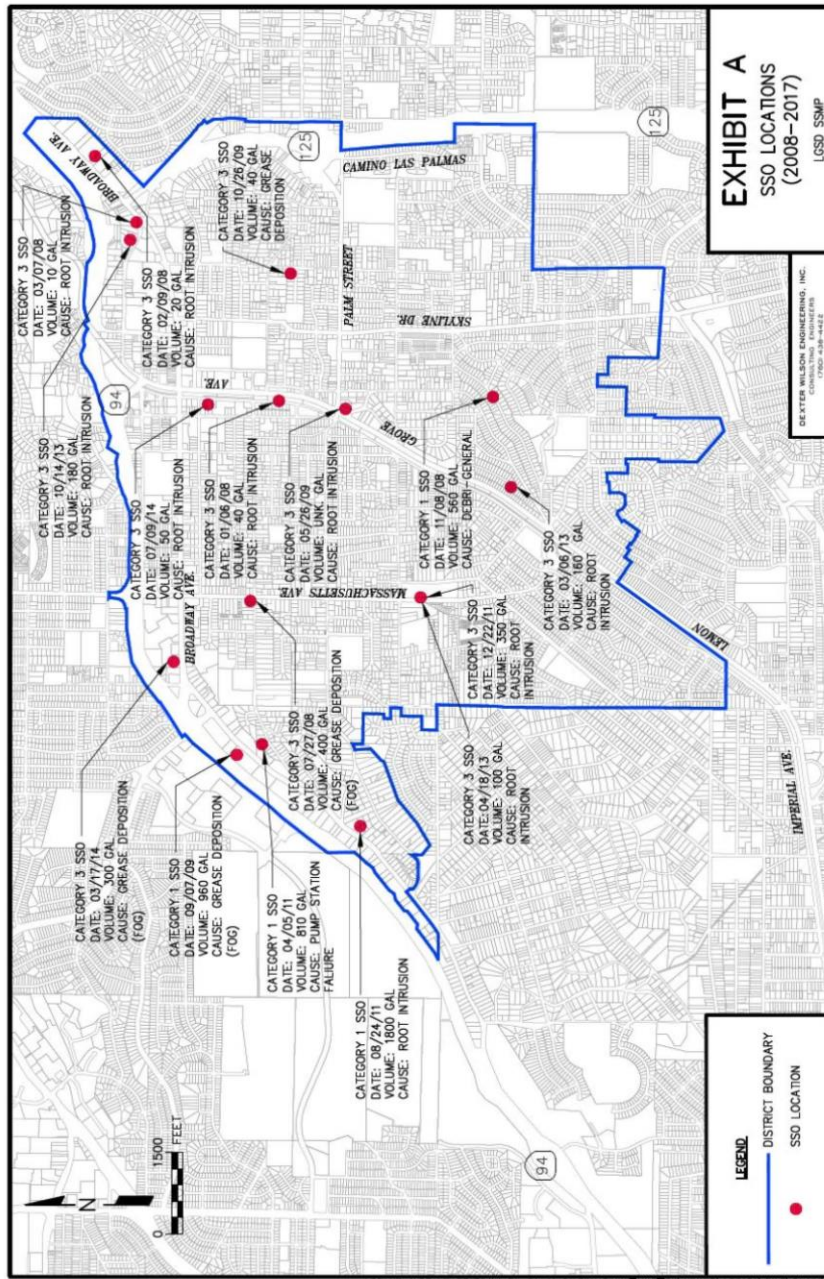
District Documents Referenced By This Section

- SSMP Evaluation Checklist
- Exhibit A (SSO Locations 2008-2017)

Lemon Grove Sanitation District SSMP Evaluation Checklist			
Date Evaluation Completed:			
Monitoring, Measurement, and Modification Question	Yes	No	Update Needed in SSMP?*
Sections I, II, III (District Goals, Organization, Legal Authority)			
1. Has there been an appreciable change in the District Goals?			
2. Has the District's Legal Authority been reviewed considering new regulations?			
3. If appropriate for the review cycle, have the City's Ordinances been reviewed for necessary changes?			
4. Was the staff size and organizational chain of command sufficient for implementation of the preventative maintenance programs and SSO spill response?			
5. In review of the spill causes and environmental impacts (if any), would additional staff or a change in District organization lessened or eliminated the spill cause and environmental impact?			
6. In review of the spill causes and environmental impacts (if any), was the sufficient legal authority for the District to respond and take action as necessary?			
Section IV (Preventative Maintenance Program)			
1. Have the new pipelines, manholes, and updates from the field been included in District documents?			
2. Were all scheduled preventative maintenance activities completed as scheduled (e.g., hydrocleaning, video inspection, exercising, pump station inspections, etc.)?			
a. If not, determine cause and if additional staff is necessary to complete required schedule.			
3. Is the current pipeline CCTV inspection project on-track for a complete system inspection within the 4 year timeline?			
4. Has the appropriate ongoing training been conducted and recorded?			
5. Were pipelines added to Repair/CIP list as a result of CCTV inspections?			
6. Has a CIP plan been developed to address them?			
7. Have the condition-based CIP recommendations from the 2017 Sanitary Sewer Master Plan been implemented as appropriate? - If not, identify cause/approach.			
Section V (Design and Performance Provisions)			
1. Have the current District Documents been sufficient to address design and construction needs?			
2. Have the current Ordinances, CPC, and Greenbook been sufficient to address inspection and testing needs?			
Section VI (Overflow Emergency Response Plan)			
1. Has the current Overflow Emergency Response Plan (OERP) and its attachments been reviewed and up-to-date?			
2. Has the appropriate ongoing training for the OERP been conducted?			

Lemon Grove Sanitation District SSMP Evaluation Checklist			
Date Evaluation Completed:			
Monitoring, Measurement, and Modification Question	Yes	No	Update Needed in SSMP?*
3. Have the newly hired employees, if applicable, been provided and trained on the OERP?			
4. Has the LRO certified No Spill for each month (when applicable)?			
5. Has the Collection System Questionnaire been updated in CIWQS?			
Section VII (FOG Control Program)			
1. Were permits processed for new food establishments in the District?			
a. If so, is there a BMP agreement on file?			
2. In review of the SSO causes for the year, have any been attributable to FOG?			
Section VIII (System Evaluation & Capacity Assurance Plan)			
1. Have any capacity driven deficiencies within the District been identified since the last SSMP or SSMP audit?			
a. If so, have these been addressed (i.e. CIP)?			
2. Have the Sanitary Sewer Master Plan capacity recommendations been reviewed and implemented?			
Section IX (Monitoring, Measurement, & Program Modifications)			
1. Has the checklist evaluation been completed?			
2. Are there changes that need to be made to the District's Overflow Emergency Response Plan?			
3. Was the Sewer Spill Map updated and appropriate reporting completed after each SSO? (If Applicable)			
4. In the SSMP, are there changes substantial enough such that the SSMP needs to be revised? SSMP revisions will typically occur on a 5-year basis. The following is a list of items which would trigger a revision of the SSMP prior to the standard 5-year cycle update. Other minor changes within the District's organization, procedures, & activities would not necessitate an SSMP revision, but would be captured in the next revision cycle.			
i. A substantial change in organization such that the chain of command for spill response or reporting are altered.			
ii. A substantial change in the regulations such that the District's legal authority (District Ordinance) is deemed by District counsel to provide insufficient authority to the District.			
iii. A substantial change in regional board reporting policy (or other regulatory agency) such that standard operating procedures for spill response must be substantially re-written.			
iv. The monitoring of District flow results indicates that the current conclusion that sufficient capacity exists in the District collection system is no longer valid.			
Section X Evaluation (SSMP Program Audits)			
1. Has the SSMP Program Audit been completed?			
2. Are there changes that need to be made to the Evaluation checklist?			

Lemon Grove Sanitation District SSMP Evaluation Checklist			
Date Evaluation Completed:			
Monitoring, Measurement, and Modification Question	Yes	No	Update Needed in SSMP?*
Section XI Evaluation (Communication Program)			
1. Is the SSMP section of the District website up-to-date? And has the SSMP status been relayed to the public?			
* If an update is needed in the SSMP,			
1. Determine if the update is significant enough to warrant re-development and re-adoption of the SSMP prior to the 5-year re-adoption schedule and			
2. describe the update needed			



SECTION X – PROGRAM AUDITS

Background and Regulatory Requirements

The Statewide WDRs governing sanitary sewers specify that the District shall conduct periodic internal audits, appropriate to the size of the system and the number of SSOs. These audits must occur at a minimum of every two years and a report must be prepared and kept on file. The audit shall focus on evaluating the effectiveness of the SSMP and the District's compliance with the SSMP requirements, including the identification of any deficiencies in the SSMP and the steps to correct them.

District Actions

Every two years after the completion of this SSMP, the District will prepare a written audit of the SSMP using the Section IX and X checklist. Information used to monitor and measure the success of the SSMP will be used to prepare the audit and any program modifications will be documented at this time. The audit will include the identification of any deficiencies and the steps to correct them. The findings of the audit will be reported to the Board and the audit report will be posted on the District's website for public review.

SSMP Audit Checklist			
Section	Requirement	SSMP Current	SSMP Implemented
I - Goals	Reduce, prevent, and mitigate SSOs		
II - Organization	Designate Legal Responsible Oversight		
	Organizational Chart		
III - Legal Authority	Contact info for SSMP implementation		
	Prevent illicit discharges		
	Require proper design and construction		
	Ensure access to facilities		
	Limit FOG		
IV - O&M Program	Enforce violations		
	Up to date mapping		
	Describe routine PM program		
	Rehabilitation and replacement plan		
	Proper training		
V - Design and Performance Provisions	Equipment and replacement part inventories		
	Design and construction standards for new facilities		
	Design and construction standards for rehab and replacement facilities		
	Procedures and standards for inspection and testing of new facilities		
VI - Overflow Emergency Response Plan	Procedures and standards for inspection and testing of rehab facilities		
	Notification procedures		
	Response plan		
	Appropriate training		
	Procedures for emergency operations		
VII - FOG Control Program	Program to contain and prevent SSOs from reaching waters		
	Determine if applicable		
VIII - System Capacity Assurance	Capacity evaluation up to date		
	Design criteria in place		
	Capacity enhancement measures		
	Schedule		
IX - MMM	Maintain relevant info		
	Monitor implementation		
	Assess success of PM program		
	Update program elements		
X - SSMP Audits	Identify and illustrate SSO trends		
	Conduct annual audit		
	Prepare audit report		
XI - Communication Program	Record changes made/corrective action taken		
	Communicate regarding preparation		
	Communicate regarding performance		
	Communicate with surrounding agencies		

SECTION XI – COMMUNICATIONS

Background and Regulatory Requirements

The Statewide WDRs governing sanitary sewers specify that the District shall communicate on a regular basis with the public on the development, implementation, and performance of its SSMP. The communication system shall provide the public the opportunity to provide input to the District as the program is developed and implemented. The District shall also have a plan of communication with systems that are tributary to the District's sanitary sewer system.

District Actions

Website. The District's website www.lemongrove.ca.gov/departments/public-works/sanitation provides information on the District ranging from procedures to report a sewer spill to general information of how to access current fees and charges. The District is currently in the process of providing information about the SSMP (and its audits) and FOG on the District website. The District plans to add information about these items to the website at time of adoption of this SSMP.

Opportunity for Public Comment. The District's webpage provides the community with avenues to contact the District with any questions they may have regarding the SSMP.

The District reports SSOs electronically to the California Integrated Water Quality System (CIWQS). The electronic SSO data, which has a public information section as well as information regarding regulatory actions, is available at:

http://www.waterboards.ca.gov/water_issues/programs/ciwqs/publicreports.shtml

Interactions with Neighboring Agencies. Neighboring agencies to the District are the City of La Mesa, City of San Diego, and County of San Diego (Spring Valley area). All are metro participants and rely on annual coordination for financial purposes as well as field staff coordinating as necessary. Emergency contact information for the neighboring agencies is included in the OERP.

APPENDIX A

OFFICIAL ADOPTION OF THE
2019 SSMP UPDATE BY THE
LEMON GROVE CITY COUNCIL

APPENDIX B

SSMP CHANGE LOG

APPENDIX C

AUDITS OF THE SSMP

APPENDIX D

LIST OF CRITICAL REPLACEMENT PARTS MAINTENANCE,
SPILL RESPONSE EQUIPMENT LIST, "HOT SPOT" LIST,
AND TRAINING SCHEDULE

Lemon Grove Sanitation District

Cleaning Equipment

Cleaning Equipment

Gap-Vax combination truck

Water capacity 1000 Gal.

Pump capacity 3000 Psi PD drive

Debris tank 5 Yd.

Hose length 800'

Hose diameter ¾"

Vacuum 16" blower PD drive

Vacuum diameter 8" diameter, up to 30' depth 750 CFM

Cleaning nozzles

- Bulldog Routine maintenance
- Warthog Root control
- Grenade PVC lines only
- Chisel When needed
- Penetrator When needed
- Chain flail When needed

Additional sanitation tools

- Debris baskets 6" and 8"
- Spade
- Clam shell
- Scoop
- Curved forks
- Grabber
- 6 Pole extensions 6' length

Lemon Grove Sanitation Dist.

Sewer Response Trailer

Trash Pumps

- Wacker 3" X 350 GPM
- Pacific Hydro Star 3" X 300 GPM
- 2 - 3" X 30' Inflow hoses
- 9 - 3" X 100' Outflow hoses

Generator 8,000 watt

Tripod with 2 harnesses 250 lbs. rating

Fresh Air Pump with 25' flex tube 1150 CFM

Gas Detectors 2 Multi gas

Disposable Gloves

Spill Control Items

- 20 Sand bags
- 4 spill kits
- 25 lbs. Absorbent
- 6 absorbent socks

Tools

- Broom
- Shovels (square tip round tip and scoop)
- Dig bar
- Rake
- Flash light

Sanitation Hot Spots

Date						
GIS	Street	From M/H	To M/H	Size	Ftg	Comments
1191	Lemon Grove Ave	576-34-04	576-34-03	8	300	R bi-yearly
1192	Lemon Grove Ave	576-34-03	576-34-02	8	300	R bi-yearly
908	Dennis Ln	503-23-03	C-9000120	8	220	G bi-yearly
27	Lester Ave	480-11-02	C-9000286	8	216	G bi-yearly
26	Lester Ave	480-11-01	480-11-02	8	350	G bi-yearly
165	Massachusetts Ave	479-08-02	479-08-03	8	193	R bi-yearly
164	Massachusetts Ave	479-08-01	479-08-02	8	292	R bi-yearly
	Central Ave	479-10-01	Pump station maint.			S every 5 weeks
	Massachusetts Ave	479-48-01	479-48-DE-E	8		G every 5 weeks
370	Massachusetts Ave	479-48-01	C-9000048	8	70	G every 5 weeks
369	Massachusetts Ave	479-48-01	576-08-01	8	350	R bi-yearly

Crew _____ Clean _____ Water _____

Lemon Grove Sanitation District

Standard Operating Procedures Training Schedule FY-19

Date Completed:

1. Line Cleaning
2. CCTV Inspections
3. Pump Station Alarm Response
4. Overflow Emergency Response Plan
5. Permanent Flow Meter Evaluation*

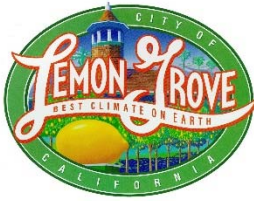
*Annual District Activity

APPENDIX E

SANITARY SEWER OVERFLOW (SSO) SUMMARY

WDID	STATUS	SPILL ID	CERT PERSON	STEP	CERT PERSON TITLE	CERT LOCATION	CERT ID	SPILL CREATED DT	SUBMIT DRAFT DATE	ORIGINAL CERTIFIED DATE	CERT DT	SPILL TYPE	SPILL VOL REACH LAND
95SO10654	Active	711904	Patrick Lund	Certified	Public Works Director / District Engineer	City Hall, Lemon Grove	345468	1/28/2008		9/28/2009	9/28/2009	Category 3	
95SO10654	Active	714449	Patrick Lund	Certified	Public Works Director / District Engineer	City Hall, Lemon Grove	853504	3/4/2008		9/28/2009	9/28/2009	Category 3	
95SO10654	Active	714800	Patrick Lund	Certified	Public Works Director / District Engineer	City Hall, Lemon Grove	773501	3/12/2008		9/28/2009	9/28/2009	Category 3	
95SO10654	Active	724631	Patrick Lund	Certified	Public Works Director / District Engineer	City Hall, Lemon Grove	597170	8/13/2008		10/2/2008	10/2/2008	Category 3	
95SO10654	Active	729191	Michael James	Certified	Public Works Director	07/13/2011	590437	11/12/2008		11/13/2008	7/13/2011	Category 1	
95SO10654	Active	737916	Michael James	Certified	Public Works Director	07/13/2011	536797	5/26/2009		5/26/2009	7/13/2011	Category 1	
95SO10654	Active	737917	Patrick Lund	Certified	Public Works Director / District Engineer	City Hall, Lemon Grove	201404	5/26/2009		5/26/2009	9/28/2009	Category 3	
95SO10654	Active	744562	Michael James	Certified	Public Works Director	07/13/2011	322491	9/14/2009		9/14/2009	7/13/2011	Category 1	
95SO10654	Active	746931	Patrick Lund	Certified	Public Works Director / District Engineer	City Hall, Lemon Grove	522664	11/23/2009		1/25/2010	1/25/2010	Category 3	
95SO10654	Active	768472	Michael James	Certified	Public Works Director	07/13/2011	179586	7/13/2011	7/13/2011	7/13/2011	7/13/2011	Category 1	
95SO10654	Active	770584	Michael L. James	Certified	Public Works Director	Lemon Grove, CA	791336	8/31/2011	8/31/2011	8/31/2011	10/20/2011	Category 1	
95SO10654	Active	777399	Mike James	Certified	PW Director	Lemon Grove, CA	584739	2/13/2012	2/13/2012	2/13/2012	2/13/2012	Category 3	
95SO10654	Active	781944	Mike James	Certified	Public Works Director	Lemon Grove, CA	440628	6/5/2012	6/5/2012	6/5/2012	6/5/2012	Category 3	
95SO10654	Active	794036	Mike James	Certified	PW Director	Lemon Grove, CA	277016	5/9/2013	5/9/2013	8/16/2013	8/16/2013	Category 3	
95SO10654	Active	799804	Mike James	Certified	Public Works Director	Lemon Grove, CA	437796	10/16/2013	10/16/2013	11/5/2013	11/5/2013	Category 3	180
95SO10654	Active	804216	Mike James	Certified	PW Director	Lemon Grove, CA	242196	2/26/2014	2/26/2014	2/26/2014	2/26/2014	Category 3	160
95SO10654	Active	804876	Mike James	Certified	PW Director	Lemon Grove, CA	704100	3/25/2014	3/25/2014	3/27/2014	3/27/2014	Category 3	0
95SO10654	Active	807939	Michael James	Certified	Public Works Director	Lemon Grove, CA	550789	7/28/2014	7/28/2014	7/29/2014	7/29/2014	Category 3	50

WDID	SPILL VOL	VO. RECO.	VO. REACH	SURFACE	REACH STORM DRAINPIPE	RETURN TO SSS	SPILL LOC NAME	SPILL LOC DESC	NUMBER	APPEAR PT	SPILL CAUSE
95SO10654	40	20	0	No	No	Not Applicable - Sp	2930 Main Street	Spill in masterbath and second bathroom		Building or structure	Root intrusion
95SO10654	20	10	0	No	No	Not Applicable - Sp	Broadway Lane Easement	Around manhole 499-22-04 in dirt easement.		Gravity sewer	Root intrusion
95SO10654	10	0	0	No	No	Not Applicable - Sp	Easement off of Broadway	In dirt easement behind 8240 Broadway		Manhole	Root intrusion
95SO10654	400	360	0	No	No	Not Applicable - Sp	7168 San Miguel Avenue	Under house into the dirt		Other (specify)	Grease depositon (FOG)
95SO10654	560	300	260	Yes	No	Not Applicable - Sp	2047 Ensenada Street	Roadway		Manhole	Debris-General
95SO10654	350	300	50	Yes	No	Not Applicable - Sp	Massachusetts Avenue	From around sewer manhole 479-08-02		Manhole	Grease depositon (FOG)
95SO10654	1	0	0	No	No	Not Applicable - Sp	2645 Cypress Avenue			Building or structure	Root intrusion
95SO10654	960	700	200	Yes	Yes	No	6800 Federal Blvd.	Sewer Manhole in sidewalk of 6800 Federal Blvd.		Gravity sewer	Grease depositon (FOG)
95SO10654	40	0	0	No	No	Not Applicable - Sp	Front Yard of 2842 Washington St	Front yard clean out.		Other (specify)	Grease depositon (FOG)
95SO10654	810	780	30	Yes	No	Not Applicable - Sp	Central Pump Station Manhole	At the pump station manhole cover		Pump station	Pump station failure
95SO10654	1800	0	1800	Yes	Yes	No	City of SD Spill on Federa Blvd	Sewer manhole with sewer main coming from the City of San Diego		Manhole	Root intrusion
95SO10654	350	350	0	No	No	Not Applicable - Sp	Sewer Manhole (Mass Ave)			Gravity sewer	Root intrusion
95SO10654	540	540	0	No	No	Not Applicable - Sp	Car Quest Auto Parts	Floor drain and restrooms		Building or structure	Debris-Rags
95SO10654	100	95	0	No	No	Not Applicable - Sp	Monte Vista Lodge	Sewer manhole in parking lot		Manhole	Root intrusion
95SO10654	180	170	0	No	No	Not Applicable - Sp	cleanout at 8220 Lemon Grove W	Private lateral spill caused by partial mainline blockage. Cont	1	Lateral Clean Out (Private)	Root intrusion
95SO10654	160	150	0	No	No	Not Applicable - Sp	1906 Noble St	inside of home at 1906 Noble St.	1	inside Building or Structure	Root intrusion
95SO10654	300	300	0	No	Yes	Yes	Private lateral for Kentucky Fried	Private lateral in drive-through of Kentucky Fried Chicken at	1	Lateral Clean Out (Private)	Grease Deposit on (FOG)
95SO10654	50	50	0	No	No	Not Applicable - Sp	3774 Main St private lateral cont	Private lateral spill that was contained in the curb and gutter	1	Lateral Clean Out (Private)	Root intrusion



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 4

Meeting Date: February 19, 2019

Submitted to: Honorable Mayor and Members of the City Council

Department: Public Works Department

Staff Contact: Mike James, Assistant City Manager

mjames@lemongrove.ca.gov

Item Title: **Accept the Lemon Grove Avenue Realignment Project as Substantially Complete**

Recommended Action: Adopt a resolution accepting the Lemon Grove Avenue Realignment Project as Substantially Complete.

Summary: In June 2016, the City awarded a construction contract to West Coast General Corporation (WCG) to construct the Lemon Grove Avenue Realignment Project (LGA Realignment Project). In March and October 2018, the City Council received additional reports from staff that outlined multiple project delays as well as additional requests for funds to complete the project. Now entering the 32-month, the project is nearing its completion with a few minor “punch-list” construction items that should be completed by the end of February 2019.

The remaining portion of this staff report provides additional information about this project that includes what items have been completed since the last update, identifies the items that are anticipated to be completed by the end of February 2019, highlights the project budget, and details additional information about the 20A Undergrounding Project which will occur in the same project footprint as the LGA Realignment Project.

Background: The LGA Realignment Project is the City’s single largest construction project that originated more than a decade ago in preliminary design. When enough grant funds were applied for and awarded to the City, staff began construction on this project in 2016. On June 21, 2016, the City Council awarded a construction contract to WCG in an amount of \$5,506,461.19. As a brief summary, this project consists of grading, roadway modifications to the off-ramp, installation of curb, gutter, sidewalks and driveways, sewer and water main relocations, new street lighting, new traffic signals, traffic signing and striping, landscape and irrigation, railroad signaling and grade

crossing improvements, railroad overhead contract system modifications, and pavement restoration.

When the project began staff fully expected construction delays to occur however staff could not have forecasted the degree of delays would now approach its 32-month. Staff wanted to summarize all the significant delays that have impacted the original 12-month project schedule:

- **Caltrans**: Caltrans requested changes to the phase 2 traffic control plans. These changes were requested to minimize the disruption of detouring outgoing Lemon Grove Avenue traffic around and through La Mesa to access the Hwy 94 on and off ramps. Additionally, multiple permit extensions were required by Caltrans inspectors to return to previously completed tasks for construction changes.
- **Helix Water District**: After plan approval, Helix required significant changes be made to the original water main plans, which impacted the critical path for completion while revisions were created, reviewed and approved prior to constructing.
- **MTS New Trolley Signal Technology Requirement**: The new traffic signal technology that MTS required the City to install is still not functioning in the capacity that it was originally planned. While the construction of the traffic signals has been complete and the signals are operational, the sporadic errors that have been encountered are causing the City, the City's traffic engineer and the City sub-contractor to respond multiple times to troubleshoot the infrastructure and programming issues.
- **SDG&E**: Service orders for the electrical work were not issued because SDG&E was waiting to approve all work for the realignment and overhead utility undergrounding project simultaneously. A significant amount of time was required to get SDG&E to segregate the two projects and receive the necessary approvals just for the realignment project. This also caused all traffic signal work to be delayed until electrical service could be established.
- **Sewer Line Jack and Bore**: A concrete encasement around the existing sewer main was discovered while working underneath the MTS tracks. This resulted in the only course of action to hand tunnel with jack hammers.
- **Rain Events**: When the project was in the mass grading phase of construction there were significantly heavy rain events. Work was impacted by each individual rain event and each was amplified due to the saturate nature of the soil on site. The site was shut down for extended periods of time while the existing grade dried sufficiently to then be worked on. Furthermore, the rain also caused similar problems when exporting soil from the site.

A biproduct of any delay to a construction project has always been the threat of an increase in project costs. While a cost and time contingency were originally approved when the construction contract was awarded, in March and October 2018, staff presented additional cost/time increases that resulted in the following updates:

- Increased the WCG agreement not to exceed \$6,601,953,

- Increased the Infrastructure Engineering Corporation (IEC) agreement not to exceed \$466,846,
- Extended the project timeline to December 31, 2018, and
- Established a total project budget of \$8,208,264.

In October 2018, staff presented an update to the LGA Realignment Project (**Attachment B**) in which a revised financial summary was approved with the understanding that there would be a plan to complete the remaining construction items and complete the project as expeditiously as possible. The remaining portion of this staff report will provide additional insight regarding:

- Identify what construction items remain to be completed,
- Summarize the final project budget,
- Summarize the importance of accepting the project as substantially complete, and
- Detail how the 20A Undergrounding Project will be managed and when it will start.

Discussion: Each of these delays increased the amount of time to complete the project as well as increased the funding needs to redesign and construct the various solutions. As of this month, staff anticipates that the handful of tasks, shown below, are scheduled to be accomplished by the end of this month.

Construction Punch List: During the past four months staff has worked closely with the IEC and WCG to complete the remaining work items for final project acceptance. The initial estimate to complete all final work items was \$175,000, however, the actual costs that were borne combined with the estimated costs to complete the remaining punch list items will likely yield a total of \$110,152, which is \$64,848 less than the original cost estimate of \$175,000. A summary of those construction tasks that have been completed since October 2018 include:

- Design, regrade and construct the intersection east of the trolley tracks,
- Construct MTS safety fencing requirements that were imposed in October 2018 during a field walk through,
- Construct a block wall around a AT&T cabinet that was not included in the original plans,
- Relocate a Caltrans flashing beacon on the eastbound off-ramp of State Route 94,
- Design and construct a newly required retaining wall, and sidewalk at the MTS tracks,
- Include an additional pedestrian signal at North and Lemon Grove Avenue, and
- Relocate an underground conduit that was discovered when a guardrail was being installed in the Caltrans right-of-way.

As previously mentioned with the project substantially complete there are a handful of construction items that remain to be completed. Staff feels confident in presenting this project as substantially complete and accepting it as such because of the minor punch-list items that remain. Those items include:

- *Caltrans Right of Way Work:* Caltrans inspection group did not feel the brow ditch that they previously approved was adequate, so they are requiring work to be redone. Additionally, comments were received that minor utility modifications, curb work, pedestrian ramp, signage modifications and the flashing beacon were identified for modification. Prior to any work occurring in the Caltrans right of way the permit must be renewed, and staff expects that to occur any day.
- *New Fencing:* During the final walk through with MTS and the CPUC, a new requirement was identified to install a new 4-foot-tall fence along the east side of the trolley tracks. This work is anticipated to be completed this month.
- *Pebble Strip:* MTS is requiring the City to remove and reinstall a pebble strip (for ADA purposes) between the tracks at the trolley crossing. The pebble strip that was installed was approximately ¼” to tall and was identified to be modified before the project is complete.
- *Helix Water District:* Helix Water District requested that WCG and its subcontractor further adjust the Citronica building water meters. The two groups are currently in negotiations as to whether this work should have been considered as part of the original contract or should be considered additional work.

Project Budget Summary (Attachment C): In the last update, staff presented a project budget that was in deficit and request an additional \$844,335 from the General Fund Reserves to complete the project. That request supported expenditures that were spent on pre-construction activities to include design and management of the LGA Realignment Project prior to construction began. The summary shown in Attachment C highlights all project revenues and expenditures to complete the project. As shown, the total revenue supporting the project is anticipated to equal the total project expenditures of \$8,236,608. The total project expenditures consist of \$7,829,695 of actual expenditures and \$406,913 in anticipated expenditures, to include the release of retention, to close out the project this month.

In October 2018, staff estimated that a total increase of \$844,335 in order to complete the project. As shown in the summary project budget spreadsheet that total need decreased by \$292,470 and now equals \$551,856. This is the amount that will be supported by the City’s General Fund Cash Reserves.

Accept as Substantially Complete: Per the last monthly progress payment summary, 98.67 percent of the construction project has been completed by WCG. In January 2019, WCG requested a reduction of the five percent retention balance to equal 0.5 percent (or \$294,711). After confirming the work progress, total amount of retention held (\$327,463), and estimated work remaining, staff has agreed to release three percent (or \$196,478). By retaining the two percent retention (\$130,985) staff believes there is still enough financial support to encourage WCG to complete the project as quick as possible.

The remaining items that WCG is responsible to complete is estimated to equal \$88,180.37. WCG has committed to completing these items as soon as possible.

The primary reason that staff is bringing forward this staff report as substantially complete is due to the funding requirements of one of its revenue sources (Smart Growth Incentive Program – SGIP). Based on the language of the grant requirement the City must accept the project as complete and provide a resolution to SANDAG no later than February 20, 2019. If this action does not occur the City is in jeopardy of having to return \$805,000 of grant funds that directly supported, the LGA Realignment Project.

While not common, staff's recommendation to accept the project as substantially complete is not unusual. As noted above, the remaining work items are minor and WCG has already set timeline to complete each item. Staff feels confident that all work items will be completed, and the City will be able to move forward with the next phase of this project which is the 20A Overhead Utility Undergrounding Project in close partnership with SDG&E. That project is summarized in the next section.

20A Overhead Utility Undergrounding Project: As the City Council received an informal updated from SDG&E at the January 15th City Council meeting. This section of the report was created to summarize the reasons why the undergrounding portion was segregated from the LGA Realignment Project, and what are the expectations that staff currently has of SDG&E moving forward.

In April 2017, staff advertised a construction bid to underground all overhead utility facilities in the realignment project area as well as heading east on north avenue (**Attachment D**). Unfortunately, all bids received exceeded the franchise utility company's engineer's estimate for the City to manage the project. Staff approached AT&T, Cox Communications and SDG&E to inquire if each entity would be willing to increase each of their respective cost estimates to allow the city to award a construction project. The difference in cost that would have to have been absorbed by the utility companies totaled approximately \$140,000. The utility companies were not able to amend their cost estimates. That left staff with only one option to complete the realignment project and turn the undergrounding project over to SDG&E to manage and complete as one of its own projects. Staff met with the utility companies and the anticipated work to redesign the project, advertise, award, and construct is estimated to take 12-18 months.

Initial start dates from SDG&E staff begin in March or April. However, a definitive timeline is not available because SDG&E has yet to award the project to a contractor. Staff understands that at the time this staff report was prepared all design conflicts have been resolved between SDG&E, AT&T and Cox Communications and a job order for the undergrounding project has been issued by SDG&E as the lead agency. That is significant

for the City because all LGA Realignment Project costs that were borne by the City may be reimbursed by the City's 20A account.

Staff will continue to work closely with SDG&E to refine the construction timeline and coordinate a formal presentation to the City Council after a construction contract has been issued by SDG&E.

Environmental Review:

- Not subject to review Negative Declaration
 Categorical Exemption, Section | | Mitigated Negative Declaration

Fiscal Impact: The total project budget is estimated to equal \$8,236,608. In October 2018, staff estimated a project deficit of \$844,335 in order to complete the LGA Realignment Project. After updating all available revenues and actual/anticipated expenditures that deficit is estimated to equal \$551,856. Staff recommends the City's General Reserve Fund supplements the project deficit by \$551,856, which is a reduction to staff original request by \$292,470. The two reasons for the reduction are that staff realized there were additional grant funds in the CDA-Fund 64 account that were identified during the FY 2017-2018 audit process and there was accrued earned interest during the project's life cycle that was credited in the account.

Public Notification: None.

Staff Recommendation: That the City Council adopts a resolution accepting the Lemon Grove Avenue Realignment Project as Substantially Complete.

Attachments:

- Attachment A** – Resolution
- Attachment B** – LGA Realignment Project Update - October 16, 2018 Staff Report
- Attachment C** – Project Budget Summary Report
- Attachment D** – 20A Overhead Utility Undergrounding Project Site Map

RESOLUTION NO. 2019 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,
CALIFORNIA, ACCEPTING THE LEMON GROVE AVENUE REALIGNMENT
PROJECT AS SUBSTANTIALLY COMPLETE**

WHEREAS, the Lemon Grove Realignment Project was scheduled as a part of the city's five-year capital improvement program; and

WHEREAS, an agreement was awarded to West Coast General Corporation and established a construction budget not to exceed \$6,310,300 with an overall project budget of \$8,208,264; and

WHEREAS, since the projects inception there have been several unforeseen events that delayed work and increased project costs, which necessitated an agreement increase to \$6,601,953 and an increase in the project budget to \$8,236,608; and

WHEREAS, all project tasks are substantially complete, and the remaining tasks are anticipated to be completed in the immediate future; and

WHEREAS, the City Council finds it in the public interest that the recommended project budget and timeline are amended to allow West Coast General Corporation to complete the construction project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California, hereby approves:

1. Accepts the Lemon Grove Avenue Realignment Project as substantially complete; and
2. Directs the City Clerk or her designee to file a notice of completion with the County of San Diego; and
3. Authorizes the City Manager or her designee to manage all project documentation for close out.

PASSED AND ADOPTED on _____, 2019, the City Council of the City of Lemon Grove, California, adopted Resolution No. _____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Shelley Chapel, MMC, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney

LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY

Item No. 3
Mtg. Date October 16, 2018
Dept. Public Works

Item Title: **Lemon Grove Avenue Realignment Project**

Staff Contact: Mike James, Assistant City Manager / Public Works Director

Recommendation:

Adopt a resolution (**Attachment B**) approving the project budget and time extension for the Lemon Grove Avenue Realignment Project.

Item Summary:

On March 20, 2018, the City Council approved a revised scope of work and project budget for the Lemon Grove Avenue Realignment project. During that presentation, staff summarized what the specific changes were and implemented the final decision to continue to move the project forward.

The staff report (**Attachment A**) includes a narrative describing what content was contained in the two staff reports presented to the City Council in March 2018, what major activities occurred since that time, what are the financial implications, what the timeline is to complete the project, and concludes with the reason why staff recommends to the City Council that it approves the updated project budget and time extension for the Lemon Grove Avenue Realignment Project.

Fiscal Impact:

If approved, the following financial actions will be taken:

1. The project budget increases by \$484,761 to an amount not to exceed \$7,612,344,
2. The contract with West Coast General Construction (WCG) increases by \$301,400 to an amount not to exceed \$6,561,953,
3. The contract with WCG extends by 184 days from June 30, 2018 to December 31, 2018, and
4. The agreement with Infrastructure Engineering Corporation (IEC) will increase by \$15,000 to an amount not to exceed \$466,846.

Environmental Review:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Not subject to review | <input type="checkbox"/> Negative Declaration |
| <input type="checkbox"/> Categorical Exemption, Section | <input type="checkbox"/> Mitigated Negative Declaration |

Public Information:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> None | <input type="checkbox"/> Newsletter article | <input type="checkbox"/> Notice to property owners within 300 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting | |

Attachments:

- | | |
|--|---|
| A. Staff Report | D. LGA Realignment Project Budget
(October 2018) |
| B. Resolution | |
| C. LGA Realignment Project Budget (March 2018) | |

Attachment A

**LEMON GROVE CITY COUNCIL
STAFF REPORT**

Item No. 3

Mtg. Date October 16, 2018

Item Title: **Lemon Grove Avenue Realignment Project**

Staff Contact: Mike James, Assistant City Manager / Public Works Director

On March 20, 2018, the City Council approved a revised scope of work and project budget for the Lemon Grove Avenue Realignment project. Over the course of two public meetings, the City Council received additional details about the Lemon Grove Avenue Realignment Project (LGA Realignment Project) that summarized how the project was originally awarded for construction in June 2016 to why additional time and funds were needed to complete the project.

Since August 2018, staff has continued to navigate multiple project tasks to approach the final goal of project completion. During that time, it was discovered that the original revenue estimates affiliated with the LGA Realignment Project were incorrect and additional construction challenges have increased the total expenditures necessary to complete the project. The project budget is facing a deficit of \$844,335.

The remaining portion of this staff report will summarize all information that was shared in March 2018, what the major activities that occurred since that time to present date, what the financial implications are to complete the project to include what solutions staff is presenting, and concludes with staff’s recommendation to the City Council to approve the updated project budget/timeline for the LGA Realignment Project.

Background:

The Lemon Grove Avenue Realignment Project (LGA Realignment Project) is the City’s single largest construction project that originated more than a decade ago in preliminary design. When enough grant funds were applied for and awarded to the City, staff was able to begin construction on this project in 2016. As detailed in the background portion of this staff report, on June 21, 2016 the City Council awarded a construction contract to WCG in an amount of \$5,506,461.19. The estimated timeline to complete the project was 12 months or July 2017. Since construction began there have been several events that impacted the scope of work, project timeline, and project budget, all of which are detailed in the section.

Scope of Work

As a summary, this project consists of grading, roadway modifications to the off-ramp, installation of curb, gutter, sidewalks and driveways, sewer and water main relocations, new street lighting, new traffic signals, traffic signing and striping, landscape and irrigation, railroad signaling and grade crossing improvements, railroad overhead contact system modifications, and pavement restoration. While not desired but fully expected, there were several events that occurred in the field that required project change orders. Up to this point in the project many of the costs fell within the established contingency originally approved. However, the most recent change orders now will place the project costs more than the established contingency and now staff is requesting that the City Council review the change order summary (shown below) with the recommendation that each are approved. By approving the change orders and new project budget, staff will be able to continue forward progress to complete the project by Spring 2018.

Attachment A

Change Order Summary:

Attachment C outlines all revenues and estimated expenditures to complete the project. Below are the four change orders that have been processed by staff:

1. Change Order No. 1: -\$10,104.13. Removing unforeseen concrete rip-rap in Caltrans ROW, sewer jack and bore encountered unforeseen utilities, the removal of a concrete slab, removal of the Helix Water District Fees and Bonds, and the removal of trees and related irrigation.
2. Change Order No. 2: +\$471,808.80. The soil that was on site for the project was determined to be impacted. The cost to manage impacted soil versus non-impacted was higher due to on-site inspections and laboratory testing.
3. Change Order No. 3: +\$292,387.63. When the project was designed, the original plan was to allocate a portion of the total soil on-site as impacted. However, once the contractor began work, all soil on-site was determined to be impacted rather than a portion of the soil. Additionally, an unforeseen concrete encasement was discovered surrounding the existing sewer main beneath the MTS tracks resulting in hand tunneling. Also, the delay in work required an extension to the insurance requirements to work in the MTS ROW. Lastly, following the installation of sidewalk on the north east corner of Olive Street and North Avenue it was determined that a small retaining wall would need to be added to stabilize the foundation and driveway of the adjacent property.
4. Infrastructure Engineering Company (IEC) – CO 1 – Additional Inspection Work: Due to the changes that are listed above, the amount of time that IEC has spent on site, working with WGC and coordinating information/permits/meetings with all utilities has increased. As such, the original scope of work presented by IEC has increased. This change order will budget an amount that will allow IEC to complete all construction management services until the project is completed. Impact: Cost increase of \$67,080.
5. Rick Engineering – CO 1 – Additional Project Management Services/Undergrounding: Rick Engineering has provided project management services for the city since this project began. Originally, staff intended to use the same project manager to also assist with the overhead utilities undergrounding project because it should have occurred at the same time. However, with the undergrounding project now delayed until after the realignment project is completed, additional funding is now required to coordinate work with AT&T, Cox Communication and AT&T for an estimated two-year period until the undergrounding project is completed. Impact: Cost increase of \$77,000.

Realignment Project Separated from the 20A Overhead Utility Undergrounding Project:

Staff wanted to also provide a summary of the Overhead Utility Undergrounding Project which will occur in the same area as the realignment project. In April 2017, staff advertised a construction bid to underground all overhead utility facilities in the realignment project area as well as heading east on north avenue. Unfortunately, all bids received exceeded the franchise utility company's engineer's estimate for the City to manage the project. Staff approached AT&T, Cox Communications and SDG&E to inquire if each entity would be willing to increase each of their respective cost estimates to allow the city to award a construction project. The difference in cost that would have to have been absorbed by the utility companies totaled approximately \$140,000. The utility companies were not able to amend their cost estimates. That left staff with only one option to complete the realignment project and turn the undergrounding project over to SDG&E to now manage and complete as one of its own projects. Staff has met with the utility companies and the anticipated work to redesign the project, advertise, award, and construct is estimated to take 18 months. Staff estimates that

Attachment A

this project will begin after the realignment project is complete, however, a definitive timeline is not available at the time this staff report was prepared. Staff will continue to monitor the undergrounding project and, as previously detailed, there will be a project manager that will continue to be the liaison with SDG&E to make the overhead utility undergrounding project a priority project.

Timeline

The original construction timeline when the project was awarded to WCG was 12 months. As noted in the previous section of this staff report, staff has experienced several financial changes that negatively impacted the project budget. In addition to the financial impacts there are many reasons as to why the timeliness of the project was delayed. Those reasons are detailed below.

- *Caltrans*: Caltrans requested changes to the phase 2 traffic control plans. These changes were requested to minimize the disruption of detouring outgoing Lemon Grove Avenue traffic around and through La Mesa to access the Hwy 94 on and off ramps.
- *Helix Water District*: After plan approval, Helix required significant changes be made to the original water main plans which impacted the critical path for completion while revisions were created, reviewed and approved prior to constructing.
- *SDG&E*: Service orders for the electrical work were not issued because SDG&E was waiting to approve all work for the realignment and overhead utility undergrounding project simultaneously. A significant amount of time was required to get SDG&E to segregate the two projects and receive the necessary approvals just for the realignment project. This also caused all traffic signal work to be delayed until electrical service could be established.
- *Sewer Line Jack and Bore*: A concrete encasement around the existing sewer main was discovered while working underneath the MTS tracks. This resulted in the only course of action to hand tunnel with jack hammers.
- *Rain Events*: When the project was in the mass grading phase of construction there were significantly heavy rain events. Work was impacted by each individual rain event and each was amplified due to the saturate nature of the soil on site. The site was shut down for extended periods of time while the existing grade dried sufficiently to then be worked on. Furthermore, the rain also caused similar problems when exporting soil from the site.

With information available at the time this staff report was drafted, staff anticipated that the realignment project would have been completed in Spring 2018.

Budget:

As noted in **Attachment C**, staff created a table that compared the original project budget of \$6.3 million to the revised project budget of \$7.2 million. As previously noted, each change order (detailed in a previous section of this staff report) were necessary actions to continue forward progress on this project. The city's project team (IEC, Rick Engineering, and the Engineering Division) has worked closely with the contractor to negotiate all costs, which are now the most current cost estimates that staff recommends the City Council approve to complete the project.

Discussion:

The remaining portion of this staff report will highlight major construction activities that occurred since March 2018, summarize the financial need based all known information, and conclude with an estimated timeline to complete the project and return to the City Council with a project acceptance staff report.

Attachment A

Project Activities: The majority of the activities since the last project update to the City Council focused on traffic signals, street improvements, and trolley signal/intersection improvements. Staff attempted to list an abbreviated summary below as the items occurred by month from April through present day.

- *April 2018:*
 - Demo asphalt near trolley tracks and the old part of Lemon Grove Avenue near the bridge,
 - Grading North Avenue west of the trolley tracks,
 - Landscaping, shrubs, and trees planted along the new Lemon Grove Avenue,
 - Restarted work on storm drain near MTS tracks on North Avenue,
 - SDG&E installed meters for Broadway and Olive intersection traffic signal, and
 - Storm drain box installed in the Caltrans right-of-way.
- *May 2018:*
 - Bio-swailes installed on both sides of Lemon Grove Avenue,
 - Electrical connections installed in North Avenue for the traffic signals, and
 - MTS trolley train safety gate installed.
- *June 2018:*
 - Brow ditch installed in Caltrans right-of-way,
 - Curb, gutter and concrete flatwork installed in the MTS right-of-way,
 - Grading subgrade for sidewalk and medians on North Avenue,
 - Installing conduit in Caltrans right-of-way for traffic signals,
 - Overhead catenary system (OCS) pole conflict discovered. Discussions between HNTB, MTS, WCG and City began,
 - OCS pole foundation poured,
 - Old rail signal equipment removed and prepared to install new system,
 - Rail control vault set in MTS right-of-way,
 - Rail conduit installed beneath the tracks,
 - Redesign of intersection grades at southeast corner of rail crossing,
 - Rock stockpile removed from the site,
 - SDG&E removed remaining transmission pole
 - Storm drain inlet in the Caltrans right-of-way poured, and
 - Traffic signal poles placed upright.
- *July 2018:*
 - Grading subgrade for Lemon Grove Avenue in the Caltrans right-of-way and on North Avenue between Citronica and the west side of the trolley tracks,
 - Pave the north side of the eastbound ramp in Caltrans right-of-way,

Attachment A

- Railroad control house, which holds all signaling and switching components, was installed and an error in the controller was identified,
- Sidewalk poured in Caltrans right-of-way, and
- Traffic signal equipment install on North and Olive.
- *August/September 2018:*
 - Controller and cabinet units were ordered with a 5-week lead time,
 - Final paving and striping on North Avenue occurred, and
 - Traffic loops installed on the off-ramp.
- *October 2018:*
 - MTS/CPUS field safety inspection occurred, and
 - New controller was received and programmed by subcontractor.

The project is nearly complete with the following work items occurring in the next 30 days. Those items are highlighted below:

- *ADA Curb Ramp at the EB on-ramp to SR94:* The original design did not meet ADA requirements. Rick Engineering redesigned the two curb ramps and submitted to Caltrans for review.
- *EB off-ramp from SR-94 to LGA:* The asphalt berm is scheduled to be installed on the evening of October 18, 2018. After its completion, the crash barrels will be removed, and the entire off-ramp will be open.
- *Installation of Guardrail on the South End of the Bridge:* The subcontractor discovered a conflicting encasement when originally digging post holes.
- *Installation of Traffic Loops on the Off-Ramp:* This will occur when HMS is on-site for the other traffic signaling work.
- *K-Rail for Above Ground Utility Poles:* The k-rail is to protect the SDG&E poles that will remain in place after the completion of the project. Because WCG is currently in control of the site due to the project, once it demobilizes the entire project area will be turned back over to the City. Rick Engineering prepared a traffic control plan that will protect all five poles in the roadway with concrete railing.
- *Modifications to Fiber Optic Interconnect System:* This relates to unforeseen additional fiber optic work that was not originally specified. HMS just received the change order for the work and they will need to order the equipment/materials. This work will involve the removal and replacement of several sidewalk panels throughout the project.
- *Modifications to Signal Poles at Olive/North:* Due to overhead utilities not undergrounded, this work consists of trimming one pole and the installation of a shorter safety light mast arm on another pole. The trimming of the pole will take place while HMS is again on-site. The shorter mast arm is not scheduled for delivery until November 16, 2018 and the lead time when ordered was 16 weeks and that timeline looks to be accurate.
- *Relocation of the Flashing Beacon on Caltrans On-Ramp:* This will occur when HMS is next mobilized on site.

A significant portion of the delays were attributed to delays in plan review working in the Caltrans right-of-way, utilities requiring changes from the original plans, and traffic signal equipment

Attachment A

modifications to comply with MTS requirements. Each of those delays increased the amount of time to complete the project as well as increased the amount of money that was needed to redesign a solution and then to construct the solution. The next section will highlight the revenue and expenditures involved in this project.

Financial Summary:

With the recent additions of full-time staff members in key positions on the executive team there is more attentiveness and thoroughness when it comes to the preparation and review of the financials of the Citywide budget. This is especially true for the LGA Realignment project. With that said, this past six weeks have been difficult to navigate, the project revenues and expenditures have dramatically changed. A summary of both are shown below and shown in **Attachment D:**

Revenue: This update is due to a revenue reconciliation that discovered the amount of revenues thought to be available for the project really were not available. From 2014 to 2016, prior the realignment construction project, the City paid \$595,920 of design and project management to NV5 and Rick Engineering for pre-construction LG Realignment work. These costs were paid from the bond funds (Fund 64) and from the IIG grant revenue (Fund 40). The total expenditures for those two items, \$595,920, was not accounted for in the financials when the LG Realignment project was brought forward to the City Council for approval to construct. The total amount remaining from the eight revenue sources, for all realignment related expenditures, equals \$627,199. The revenue shortfall places the City in a very precarious position to complete the project.

Expenditures: A summary of the final expenditures to complete the project are reflected in below.

1. Change Order No. 4: +\$166,400.47. Due to changes in MTS requirements between design and construction traffic signal loops needed to be added to the project. Also, the original signal equipment specified for the intersection of LGA and North Avenue did not have the capacity to property control the intersection and the rail pre-emption equipment. New equipment had to be ordered, programmed and installed. In relation to the interconnection of the signal controllers, the original plan did not connect all the controllers via fiber optic cable. Next, because the 20A undergrounding project did not proceed, the height of one of the signal pole had to be cut to accommodate SDG&E safety clearance. Lastly, the existing grade at the Caltrans on/off-ramp was not enough to manage two ADA curb ramps therefore it had to be redesigned and constructed. Caltrans also required changes to the original plan to install traffic loops on SR94.
2. Tentative Change Order No. 5 (Final Work Items): +\$175,000. An estimate not to exceed amount, these final work items included the cost to design, regrade and construct the intersection east of the trolley tracks, the MTS safety fencing requirements that were imposed in October 2018, constructing a block wall around a AT&T cabinet that was not included in the original plans, cost to relocate a Caltrans flashing beacon, design and construct a retaining wall/sidewalk at the MTS tracks, include an additional pedestrian signal at North and Lemon Grove Avenue, and relocate underground conduit that was discovered when a guardrail was being installed.
3. NV5 Construction Support Agreement: +\$10,436. This amount is the remaining billing that may or may not be used depending on the final construction tasks.
4. IEC Agreement: +\$18,226. Includes a \$15,000 change order increase for additional soil testing in the field and report generation to meet Caltrans requirements plus the remaining amount on the prior agreement.

Attachment A

5. Pacific Railway Enterprises (PRE): +\$27,163. Includes the current remaining balance of \$8,221 plus an additional \$18,942. The additional technical signal design and inspection work.
6. HNTB: +\$2,451. This is the remaining contract balance for overhead catenary inspection costs.
7. RailPros: +\$9,050. Additional work to prepare signal timing chart, controller lab testing, and signal turn-on field support.
8. K-Rail Pole Protection: +\$101,000. The purchase and installation of k-rail to protect the five wood poles that remain. Staff and SDG&E have concluded that this cost will be reimbursed to the City as the initial expenditure related to the undergrounding project that will shortly occur.

The total known costs to complete the realignment project, which is the sum of the above items with the exception of the k-rail costs, equals \$1,471,534.

Shortfall:

Between the revenue that was previously spent on pre-construction LGA Realignment design and management and the additional project expenditures listed above, the City is facing an \$844,335 shortfall. That means to reach project completion, the City is expecting expenditures that are \$844,335 over the available revenue sources. Although the attached project budget (Attachment D) includes the pre-construction expenditures for transparency purposes, if that \$595,920 is removed, the total LG Realignment construction budget becomes \$7,612,344. This is an increase of \$484,761 from the March 20, 2018 City Council approved project expenditures.

The City's General Fund balance is currently a little over \$5 million. This source of cash reserves can be used to pay the remaining expenditures necessary to complete the project. The reserves may be replenished by future one-time revenue generated sources, the collection of liens/sale of land or other sources yet to be determined. Staff will prepare a formal fund balance replenishment plan for the City Council in combination with the mid-year budget presentation.

Timeline:

After working with the general contractor, construction manager and project manager, city staff believes that the project will be completed by December 31, 2018, which is a time extension equal to 184 days. The staff report for project completion and acceptance is tentatively scheduled to be presented to the City Council on December 18, 2018. |

Conclusion:

Staff recommends that the City Council adopts a resolution (**Attachment B**) approving the project budget and time extension for the Lemon Grove Avenue Realignment Project.

Attachment B

RESOLUTION NO. 2018 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA
APPROVING THE PROJECT BUDGET FOR THE LEMON GROVE AVENUE REALIGNMENT
PROJECT**

WHEREAS, the Lemon Grove Avenue Realignment Project was scheduled as a part of the city's five-year capital improvement program; and

WHEREAS, an agreement was awarded to West Coast General Corporation and established a project budget not to exceed \$6,310,300; and

WHEREAS, since the projects inception there have been several unforeseen events that delayed work and increased project costs; and

WHEREAS, it is necessary to increase the project budget and specific contract and agreement costs to mitigate the project delays and change orders; and

WHEREAS, the City Council finds it in the public interest that the recommended scope of work, budget and timeline are amended to allow West Coast General Corporation to complete the construction project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California hereby:

1. Increases West Coast General Corporation's (WCG) agreement to not exceed \$6,601,953, and
2. Increases Infrastructure Engineering Corporation's (IEC) agreement to not exceed \$466,846, and
3. Extends a project timeline not to exceed December 31, 2018 for the Lemon Grove Realignment Project; and
4. Authorizes the City Manager or designee to execute all amendments and manage all project documentation.

/////
/////

Attachment C

Lemon Grove Avenue Realignment Project Budget Summary (March 2018)

Revenues	Approved Revenues	Requested Revenues	Expenditures	Approved Expenditures	Requested Expenditures
SGIP Fund	\$805,000	\$805,399	West Coast General	(\$5,506,461)	(\$5,506,461)
CDA – Gen Bond (Fund 64)	\$1,800,000	\$1,900,000	CO 1 – Street furnishing		\$10,104
CDA – IIG (Fund 58/63)	\$1,560,000	\$1,560,000	CO 2 – Impacted soil (past)		(\$471,809)
TDA (Fund 10)	\$237,400	\$237,400	CO 3 – Sewer J & B		(\$110,653)
Street Reserve (Fund 3)	\$150,000	\$159,000	CO 4 – Impacted soil (future)		(\$159,545)
TransNet (Fund 14)	\$1,000,000	\$1,586,000	CO 5 – MTS insurance		(\$11,500)
RTCIP (Fund 27)	\$557,900	\$563,216	CO 6 – Retaining Wall		(\$15,372)
Sanitation District (Fund 16)	\$200,000	\$478,693.62	BV/NV5 Design	(\$117,582)	(\$117,582)
			IEC	(\$384,766)	(\$384,766)
			CO 1 – Project Extension		(\$67,080)
			Rick Engineering	(\$153,282)	(\$153,282)
			CO 1 – Project Ext./20A		(\$77,000)
			PRE (Rail Signaling System)	(\$38,064)	(\$38,064)
			HNTB (Cons. Ins. Catenary)	(\$13,884)	(\$13,884)
Total Revenues	\$6,310,300	\$7,289,708.62	Total Expenditures	(\$6,214,039)	(\$7,116,894)
			Difference in Rev. v. Exp.		\$172,814.62

Attachment D

Lemon Grove Avenue Realignment Project Budget Summary

Updated 10.9.2018

Expenditures	Approved Expenditures March 6, 2018 by CC	Revised Project Expenditures	Total Expenditures Made	Project Expenditures Remaining
West Coast General	(6,260,553)	(6,260,553)	(5,197,746)	(1,062,808)
CO 4	-	(166,400)	-	(166,400)
Remaining Construction Costs	-	(175,000)	-	(175,000)
NV5 Construction Management	(117,582)	(117,582)	(107,146)	(10,436)
BV/NV5 Design	Prior CC approval	(529,563)	(529,563)	-
IEC	(451,846)	(451,846)	(448,620)	(3,226)
Change Order	-	(15,000)	-	(15,000)
Rick Engineering	(230,282)	(230,282)	(230,282)	-
Pre-Construction Cost	Prior CC approval	(66,357)	(66,357)	-
PRE (Rail Signaling System)	(38,064)	(38,064)	(29,843)	(8,221)
CO 1	-	(18,942)	-	(18,942)
HNTB (Cons. Ins. Catenary)	(13,884)	(13,884)	(11,433)	(2,451)
RailPros	-	(9,050)	-	(9,050)
Misc				
SCS Engineers	-	(63,689)	(63,689)	-
D-Max Engineering	-	(9,638)	(9,638)	-
MJC Construction	(15,372)	(15,534)	(15,534)	-
State Water Resource Board	-	(11,967)	(11,967)	-
American Fence Company	-	(3,337)	(3,337)	-
Accurate Video Counts, Inc	-	(3,600)	(3,600)	-
MTS	-	(2,443)	(2,443)	-
Restoration Mgmt Company	-	(1,494)	(1,494)	-
The East County Californian	-	(469)	(469)	-
SDG&E	-	(885)	(885)	-
Dokken Engineering	-	(470)	(470)	-
Aguirre & Associates	-	(745)	(745)	-
Air Pollution Control District	-	(331)	(331)	-
US Bank	-	(304)	(304)	-
Helix Water District	-	(339)	(339)	-
Carrión, Jorge (Compost Socks)	-	(496)	(496)	-
Total Expenditures	\$ (7,127,583)	\$ (8,208,264)	\$ (6,736,731)	\$ (1,471,534)

Revenue Sources	Approved Revenues March 6, 2018 by CC	Revised Project Revenue	Total Revenue Used	Revenue Available
SGIP Fund (Fund 14)	805,399	833,630	805,000	28,630
CDA – Gen Bond (Fund 64)	1,900,000	2,088,579	1,870,829	217,751
CDA – IIG (Fund 40)	1,560,000	1,560,000	1,601,624	-
TDA (Fund 10)	237,400	237,400	73,594	163,806
Street Reserve (Fund 3)	159,000	132,301	-	132,301
TransNet (Fund 14)	1,586,000	1,369,111	1,304,634	64,477
RTCIP (Fund 27)	563,216	622,590	622,590	-
Sanitation District (Fund 16)	478,694	478,694	458,460	20,234
Total Revenues	\$7,289,709	\$7,322,305	\$ 6,736,731	\$ 627,199.00

Shortfall	\$ (844,334.68)
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Lemon Grove Avenue Realignment Project Budget Summary

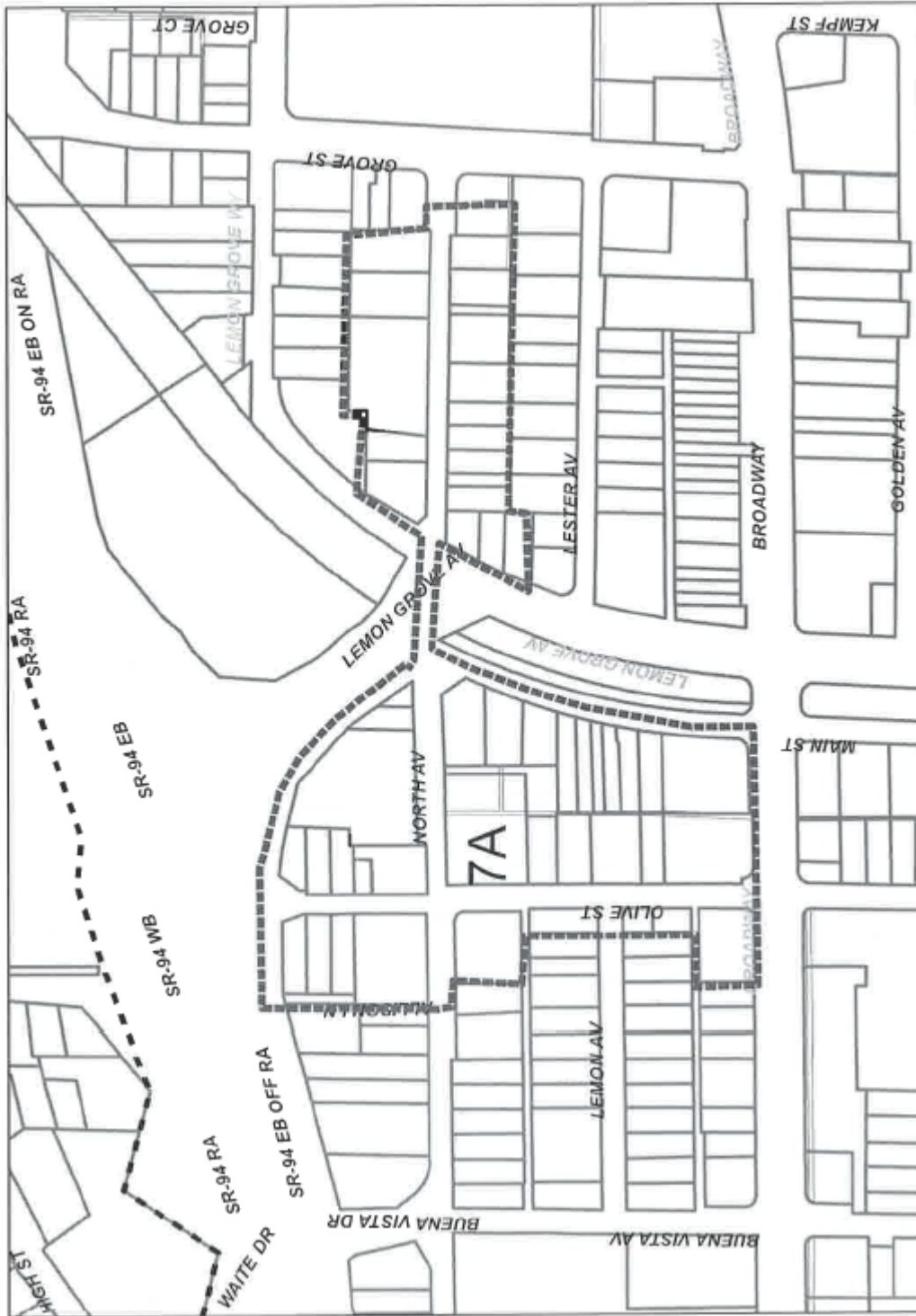
Updated 2.5.2019

Expenditures	Approved Expenditures Oct 16, 2018 by CC	Revised Project Expenditures	Total Expenditures Made	Project Expenditures Remaining
West Coast General	(6,426,953)	(6,426,953)	(6,135,405)	(291,549)
Remaining Construction Costs	(175,000)	(175,000)	(87,515)	(87,485)
NV5 Construction Management	(117,582)	(117,582)	(108,137)	(9,445)
BV/NV5 Design	(529,563)	(529,563)	(529,563)	-
IEC	(451,846)	(451,846)	(451,846)	-
Change Order	(15,000)	(15,000)	(11,230)	(3,770)
Rick Engineering	(230,282)	(230,742)	(230,742)	-
Pre-Construction Cost	(66,357)	(66,357)	(66,357)	-
PRE (Rail Signaling System)	(38,064)	(38,064)	(38,064)	-
CO 1	(18,942)	(18,942)	(18,908)	(34)
HNTB (Cons. Ins. Catenary)	(13,884)	(13,884)	(12,854)	(1,030)
RailPros	(9,050)	(19,971)	(16,371)	(3,600)
Misc	(115,740)	(132,704)	(122,704)	(10,000)
Total Expenditures	\$ (8,208,264)	\$ (8,236,608)	\$ (7,829,695)	\$ (406,913)

Revenue Sources	Approved Revenues Oct 16, 2018 by CC	Revised Project Revenue	Total Revenue Used	Revenue Available
SGIP Fund (Fund 14)	833,630	833,630	833,630	-
CDA – Gen Bond (Fund 64)	2,088,579	2,430,628	2,265,913	164,715
CDA – IIG (Fund 40)	1,560,000	1,572,994	1,572,994	-
TDA (Fund 10)	237,400	237,401	237,401	-
Street Reserve (Fund 3)	132,301	133,213	133,213	-
TransNet (Fund 14)	1,369,111	1,369,111	1,304,634	64,477
RTCIP (Fund 27)	622,590	629,081	629,081	-
Sanitation District (Fund 16)	478,694	478,694	478,694	-
General Fund Reserves (01)	844,335	551,856	374,135	177,721
Total Revenues	\$ 8,166,640	\$ 8,236,609	\$ 7,829,696	\$ 406,913

General Fund Allocation	\$ 551,856.00
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Utility Undergrounding District No. 7





CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 5

Meeting Date: February 19, 2019

Submitted to: Honorable Mayor and Members of the City Council

Department: Public Works Department

Staff Contact: Mike James, Assistant City Manager

mjames@lemongrove.ca.gov

Item Title: **Award a Professional Services Agreement for Engineering Services to Rick Engineering Company**

Recommended Action: That the City Council adopts a resolution awarding a professional services agreement for engineering services to Rick Engineering Company.

Summary: Rick Engineering Company (Rick Engineering) has worked with the City of Lemon Grove on various projects since 1994. More recently in 2015, its capacity with the City increased due to several City Engineer position vacancies. Fast forward to present day, Rick Engineering now serves as the City's Contract City Engineer, Traffic Engineer, Project Engineering, Private Development Plan Check Engineer, Liaison with the Lemon Grove Sanitation District's Wastewater Engineer, and Special Project Manager as needed.

During the mid-year budget review process staff realized that the current budget allocation to Rick Engineering would be insufficient if current spending patterns were continued without a budget adjustment. Due to the amount of information presented and discussed at the February 5th meeting, staff wanted to wait until the next meeting to present a stand-alone report to solely discuss the engineering activities. In the remaining portion of this staff report, staff will provide:

- Additional background information about Rick Engineering to include prior projects that have been completed,
- Detail the process in which Rick Engineering became the City's Contract City Engineer,
- Highlight the current duties performed with Rick Engineering,
- Summarize agreement expenditures since 2015,
- Detail the benefits and drawbacks of continuing the partnership with Rick Engineering, and
- Conclude with staff's recommendation.

Background:

Rick Engineering is a professional civil engineering company that has offices located in Arizona, California, Colorado and Nevada. There are an estimated 160 engineers in the San Diego (Corporate) office and collectively the office has worked with every city in the County of San Diego to include the County of San Diego.

Beginning in 1994 Rick Engineering has completed eight projects for the City of Lemon Grove or Lemon Grove Sanitation District. The project titles and years completed are summarized below:

1. San Miguel Avenue Improvements (1994)
2. Plan Checking Services (1998)
3. Intersection Analysis @ College Ave & Federal Blvd. (2001)
4. Signal Re-timing/Signal Timing – City Staff Training (2006)
5. Storm Drain Repair & Assessment of Existing CMP Storm Drain Pipe (2010)
6. As-Needed Traffic Engineering Services (2012)
7. As-Needed Landscape Architectural Services & Plan Check Services (2014)
8. Downtown Village Specific Plan Update (2015)

In 2015, the City experienced several vacancies of the City Engineer position. With turn-over occurring and staff was unable to keep up with the recruitment/selection of qualified candidates to backfill the vacancy, staff approached Rick Engineering to gauge its interest in servicing as the City's Contract City Engineer.

At the time, staff was already working with Rick Engineering to provide high level of professional service, tracking of project delivery, front counter customer service, and ability to mentor a full-time Assistant Engineer employed by the City. For these reasons, staff recommended to work directly with Rick Engineering and to not go out for a public request for qualifications/proposal process. This decision was presented and approved by the City Council on October 20, 2015.

Discussion:

History of Rick Engineering Working with the City: Currently, Rick Engineering serves as the City's Contract City Engineer, Traffic Engineer, Project Engineering, Private Development Plan Check Engineer, liaison with the Lemon Grove Sanitation District's Wastewater Engineer, front counter engineering assistance, and as needed Special Project Manager. In 2018, the city's Assistant Engineer (full time position) resigned from the City. This significantly impacted the Engineering Division's ability to manage daily engineering tasks. For that reason, staff met with the Rick Engineering to gauge its interest in providing additional engineering duties to compensate for the Assistant Engineer position. The decision to not backfill the Assistant Engineer position was not

taken lightly. Staff considered the following benefits and drawbacks that aided in supporting the staffing change.

Benefits:

- ✓ Rick Engineering was already familiar with providing City services.
- ✓ Rather than being limited to one person, an entire company is readily available to assist the City.
- ✓ Counter hours are still in effect.
- ✓ Increase in amount of professional experience and certifications from company staff.
- ✓ Increase in institutional engineering knowledge from the entire County and not limited to just one employee.
- ✓ No longer was necessary to focus on succession planning for the Assistant Engineer position in addition to insuring a mentor program was in place to assist that position.
- ✓ Avoids funding a fully burdened salary, benefits, liability from employee actions as well as eliminating any risk from workers compensation claims against the City.

Drawbacks:

- A decrease in the amount of time an “engineer” is in City Hall.
- Lose the full-time employee position.
- Possible scheduling conflicts between Rick Engineering tasks and City tasks.
- Increase duties assigned to existing Public Works staff to support Rick Engineering.

Rick Engineering staff met internally and reviewed the City’s request. Upon completion it concluded that an additional Rick Engineering employee could be provided to the City during the times that would be necessary to maintain city services to the public. A summary of the duties performed by Rick Engineering is listed in **Attachment C**.

Financial Summary: Also detailed in the attachment is the anticipated amount of funds necessary to navigate the remainder of this fiscal year as well as the estimate to continue the service for the next three to five years. Since Rick Engineering has served as the City Engineer the City has paid the following amounts per fiscal year:

Fiscal Year	Amount Expended	Difference from Prior Year
FY 2015-16	\$156,305	N/A
FY 2016-17	\$216,206	\$59,901
FY 2017-18	\$180,078	(\$36,128)
FY 2018-19 (thru DEC 18)	\$223,900	\$43,822

Taking into consideration the costs listed in **Attachment C**, Rick Engineering is anticipated to expend up to \$450,000 per fiscal year. Below is a table that highlights how the total agreement cost is proposed on a one-year basis going forward.

Categories	Budget	Estimated Reimbursable Amount
City Engineer	\$150,000	\$50,000
Project Engineer	\$175,000	\$65,000
Traffic Engineer	\$125,000	\$15,000
Total	\$450,000	\$130,000

The total contract with Rick Engineering is anticipated to not exceed \$450,000 per fiscal year, with an anticipated \$130,000 recoverable through private development deposits. Concerning specific reasons for the budget increase, staff believe it is directly related to two areas of service:

1. *Traffic Related Tasks:* There are two reasons that traffic related tasks have increased. First, the City Council reactivated the Traffic Advisory Commission, which requires a Rick Engineering staff member to attend each bi-monthly meeting and to perform any follow up traffic studies, survey's and opinions resulting from those meetings. Second, there has been an increase in the number of traffic related comments made at City Council meetings, which requires the same Rick Engineering staff member to perform similar work. The chief benefit to the City now has a licensed Traffic Engineering/Professional Engineer performing the work, but the drawback is that work must now be paid for in addition to the other engineering costs.
2. *Increased Workload with Vacant Assistant Engineer Position:* As mentioned above, the loss of the Assistant Engineering position quickly increased the amount of work that still must be performed by the Engineering Division to provide quality and timely engineering service. The cost to perform additional work is directly correlated to an increase in expenditures the City pays to Rick Engineering.

Evaluation of Continuing to Partner with Rick Engineering: Staff is in a very precarious position as it reviews the benefits and drawbacks of continuing a partnership with Rick Engineering. In one stance, the professional services agreement with Rick Engineering has been extremely beneficial to provide timely, experienced and professional services on behalf of the City. However, in the other instance, it costs more to provide those services even if some of the costs are recoverable (e.g. private development plan reviews).

In closing, staff has been operating as a fully contracted engineering division with Rick Engineering Company for nearly two years. During that time, there has been an increase in expenditures, but staff feels that those increases are directly proportionate with the amount of work that is being produced. The City continues to receive a sound, professional level of service from three employees that are dedicated to the engineering division. Staff recommends that the partnership continue for the next five fiscal years. At which time, staff will return to the City Council to seek direction regarding the next step of a request for proposals/qualifications process to test the market for another engineering firm or continue the relationship.

Environmental Review:

- Not subject to review
 Negative Declaration
 Categorical Exemption, Section []
 Mitigated Negative Declaration

Fiscal Impact: If approved, staff anticipate the professional services agreement will not exceed \$450,000 in this current fiscal year and for the duration of the agreement. For reference, the existing budget is compared to the requested budget increase is shown below:

Funding Source	FY 2018-19 Adopted Budget	FY 2018-19 Requested Amendment	Explanation
Gas Tax Fund	\$46,900	\$86,900	Increase workload as related to street rehabilitation projects.
General Fund - Engineering	\$74,000	\$91,000	Increased in allocation to make up for vacated Asst. Eng. position
General Fund - Streets	\$0	\$92,400	Traffic engineering, storm drain, streets related duties.
Lighting District - General	\$12,300	\$12,300	No change.
Lighting District – Local	\$2,400	\$2,400	No change.
Sanitation District	\$73,800	\$135,000	Annual design and construction of sewer projects.
TransNet	\$30,000	\$30,000	Oversight of streets, storm drain, and traffic related costs.
Total	\$239,400	\$450,000	

The estimated total general fund expenditure increase this fiscal year is \$109,400 with the non-general fund increase of \$101,200. However, the fully burdened salary and benefits of the Assistant Engineering position, when it was filled, totaled \$89,542, with \$18,700 of that total supported by the General Fund and the remaining portion supported by non-General Funds. That total salary plus the estimate of \$130,000 in reimbursable expenditures billed to private development deposits will assist with mitigating the Rick Engineering agreement increase. In closing, the total agreement is recommended to increase by \$210,600. In addition, the total estimated salary savings and increases in private development deposit reimbursement will equal \$219,542.

Public Notification: None.

Staff Recommendation: That the City Council adopts resolution entitled, “Resolution of the City Council of the City of Lemon Grove, California, Awarding a Professional Services Agreement for Engineering Services to Rick Engineering Company.”

Attachments:

Attachment A – Resolution

Attachment B – Rick Engineering Proposal for Engineering Services

RESOLUTION NO. 2019 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES TO RICK ENGINEERING COMPANY

WHEREAS, since 1994 the City of Lemon Grove has contracted with Rick Engineering Company to operate a hybrid staffing model in the engineering division to provide a full scope of engineering services; and

WHEREAS, recent staffing changes in the engineering division required an increase in the contract service from Rick Engineering Company to assist with providing all engineering duties on behalf of the City; and

WHEREAS, Rick Engineering Company is a professional engineering company that has extensive experience in Lemon Grove as well as a vast staffing component that can support all engineering services needed by the City; and

WHEREAS, since 2015, Rick Engineering Company has provided contractual City Engineer services which expanded to also include private development plan review, traffic engineering services, sanitation district services, and front counter customer service activities; and

WHEREAS, the City Council finds it in the public interest that a professional services agreement with Rick Engineering Company is established for three years (Fiscal Years 2018-19, 2019-20, 2020-21), with two one-year extension options (Fiscal Years 21-22 and 22-23), and an annual budget not to exceed \$450,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California, hereby:

1. Approves a professional service agree with Rick Engineering Company to provide engineering service; and
2. Establishes an initial term of three years with two one-year extension options; and
3. Establishes an annual project budget not to exceed \$450,000; and
4. Authorizes the City Manager or her designee to manage all agreement documentation.

PASSED AND ADOPTED on _____, 2019, the City Council of the City of Lemon Grove, California, adopted Resolution No. _____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Shelley Chapel, MMC, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney



February 1, 2019

Mr. Mike James
Public Works Director
City of Lemon Grove
3232 Main Street
Lemon Grove, CA 91945

SUBJECT: CITY ENGINEER, STAFF ENGINEER, & TRAFFIC CONSULTING SERVICES & ON-CALL PROJECT MANAGEMENT AND DESIGN SERVICES (J-17546-I)

Dear Mr. James:

Rick Engineering Company is excited continue supporting the City of Lemon Grove (City) by providing City Engineer, Staff Engineer, Traffic, and other consulting engineering services. This has included varied responsibilities including oversight of engineering and field staff, entitlement review, Building Department plan review, improvement and grading plan and map review, coordination for/assessment of City compliance, coordination with utility companies, and project management for various capital improvement projects.

As discussed, the City is interested in continuing the services of Rick Engineering Company for the City Engineer position but to also provide additional design and project management services for various CIP projects that may arise over the next fifteen months.

Scope of Work

A. City Engineer

Provide City Engineer consultation services for 12 months. This assumes providing approximately 8-10 hours per week working at the City of Lemon Grove; and approximately 2-6 hours providing services remotely. The time estimate for this service is approximately 600 hours on a time and material basis.

The overview of services is as follows:

Under the general direction of the Public Works Director, plan, organize and direct the design and construction of the City's street, drainage, and sanitation infrastructure, various engineering programs, subdivision map and improvement plans examination, transportation program, participate as a member of the City's management team, coordinate assigned activities with other department and outside agencies, provide responsible and complex administrative support to the Public Works Director, and perform related work as required.

Representative Duties:

The following duties are typical for this position. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Provide City Engineer services consistent with Government Code Section 66416.5 definition of “City Engineer” and Business and Professional Code § 6730.2. All work performed must meet current accepted engineering practices and consistent with City, State and Federal regulations.
- Assume full management responsibility for all Engineering Division services and activities including engineering, the maintenance of streets, parks and public buildings, fleet maintenance, traffic engineering and safety and wastewater and storm drainage systems maintenance; recommend and administer policies and procedures.
- Manage the development and implementation of division goals, objectives, policies and priorities for each assigned service area.
- Assess and monitor work load, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct and implement changes.
- Establish, within City policy, appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly.
- Plan, direct, and coordinate, through subordinate level staff, the Engineering Division’s work plan; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures; meet with key staff to identify and resolve problems.
- Select, train, motivate, and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
- Participate in the development and administration of the department budget; approve the forecast of funds needed for staffing, equipment, materials, and supplies; approve expenditures and implement budgetary adjustments as appropriate.
- Provide direction and supervisory assistance subordinates in their performance of project design, construction, compliance with codes and statutes, and maintenance of Public Works facilities; analyze and develop engineering criteria for design of infrastructure projects.
- Review, oversee and participate in approval of private development; ensure that subdivision plats, maps, surveys, parcel maps, and plans for lot grading and construction of public improvements comply with applicable statutes and meet established engineering standards.
- Direct the preparation, presentation, implementation, and maintenance of the City’s Capital Improvement Program; oversee the design and construction of capital improvement projects; direct the preparation of maps, plans specifications, construction administration, contract documents and cost estimates of proposed projects; supervise and perform construction bid, and

operation reviews.

- Evaluate and recommend professional engineering consultants and contracts.
- Meet with the public in small and large groups to discuss City public works policies, practices and problems; explain, justify and defend department programs, policies and activities; negotiate and resolve sensitive and controversial issues.
- Represent the City and Engineering Division to other departments, elected officials, outside agencies, and various local and regional committee and professional organizations; coordinate assigned activities with those of other departments and outside agencies and organizations.
- Provide staff assistance to the Public Works Director, City Manager and City Council; prepare and present staff reports and other necessary correspondence.
- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of public works administration and professional engineering; maintain departmental awareness of stat-of-the-art developments in management and the fields of specialty review legislation affecting public works.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints.
- Perform related duties as required.

Abilities/Skills/Knowledge:

- Ability to plan, organize and direct projects and programs in the following functional areas: engineering, streets and storm drains, sanitary sewers, related public works, traffic systems and facilities maintenance;
- Ability to develop and implement comprehensive plans to satisfy the City's immediate and future needs for public works;
- Ability to evaluate safety needs and establish training programs;
- Ability to deal effectively with the Public Works Director, City Manager, City Council, public, developers, other City departments and public agencies in coordinating activities and resolving problems;
- Managerial and administrative ability;
- Extensive knowledge of civil engineering and land surveying practices, principles and design;
- Extensive knowledge of modern principles, methods, solutions, terminology, equipment and materials in the public works field;
- Thorough knowledge of laws and regulations relating to public works construction, operation and maintenance;

- Ability to communicate effectively, orally and in writing.

Experience: At least five years' experience in public engineering and managing public works projects and supervising construction, maintenance, professional, technical and administrative staff.

Education: Equivalent to at least a Bachelor's Degree with a major in civil engineering. Graduate study in civil engineering or public administration is desirable.

License or Certification: Registration as a Professional Civil Engineer in California is required; possession of a Licensed Land Surveyor Certificate is desirable.

Possession of or ability to obtain, prior to employment, a valid Class C California driver's license with a safe driving record.

Contacts and Relationships: Employee has contact with a variety of individuals representing public and private agencies and businesses. The employee is the primary City contact on division programs and serves as spokesperson for the City in matters pertaining to the division's policies, plans and objectives. Many of the contacts involve sensitive matters requiring exercise of the highest degree of discretion and good judgment.

Accountability: Employee is accountable for the efficiency of division personnel and quality of the services provided by the department. Employee handles major technical and administrative problems which may arise as a result of the department's activities. Innovative ideas for the improvement of services are expected.

Working Conditions: Work is performed mostly in office settings. Some outdoor work is required in the inspection of various land use developments, construction sites or public works facilities. The noise level in the work environment is usually quiet to moderate.

Physical Conditions: Shall possess the physical, mental and emotional ability to perform the essential duties of the position without the threat of hazard to self or others.

While performing the duties of this job, the employee is occasionally required to stand; walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit, climb or balance; stoop, kneel, crouch or crawl; talk or hear; and smell. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

The employee must occasionally lift and/or move up to 25 pounds.

B. City Council Meetings

Attend City Council meetings in support of Council presentations and communication for projects, policies, programs and City engineering responsibilities.

C. Capital Projects and Land Development Services

The specific scope of work, schedule and deliverables for this work varies. As projects are identified, the City Engineer will identify each task while working closely with City staff and in particular, the Land Development Services Director, City Manager and Public Works Director to coordinate the

tasks needed. Once identified, a design team will be assembled with the appropriate technical and management expertise for the task. A detailed task order of work, fee matrix with hours and schedule will be developed and submitted to the City for approval and a Notice to Proceed to be issued. The City Engineer, or designated Rick Engineering Project Manager, will track the task order, give weekly status reporting, have regular task communications and deliver the task on schedule and budget to the City Engineer and the City of Lemon Grove Management Team.

The following services that may be performed include, but are not limited to the following:

- Engineering review and approval of Tentative Maps, Tentative Parcel, Final Maps, Parcel Maps, Record of Survey, Grading Plans, Building Permits (where required) and Improvement Plans for conformance with applicable City Design Standards, the California Subdivision Map Act, the Regional Water Quality Control Board Permit Requirements, and the Municipal Code Requirements. Prepare redline plan comments, written comments and recommendations relative to plan compliance to applicable codes and regulations.
- Coordinate plan reviews as applicable with various public utility companies and whose facilities encroach in the public right-of-way.
- Coordinate consultant reviews as applicable.
- Engineering review and approval of Hydrology and Hydraulic reports, Water Quality Technical Reports, Storm Water Pollution Prevention Plans, Geotechnical Reports and other technical reports as required for project approvals.
- Preparation of Capital Improvement Plans, specifications and estimate.
- Transportation/Traffic engineering services to evaluate and provide solutions for traffic issues city wide.
- Water Resource Engineering to evaluate and provide solutions to drainage issues city wide.

D. Bid and Construction Support Services

Upon specific and separate authorization by City, provide:

1. Contract administration during the course of construction of City capital improvement projects to include construction observation to assure compliance with contract documents, review and approval of contractor request for payment, and issuance of certificates of completion.
2. Review and respond/approve all construction submittals, RFI's and construction issues that may arise.
3. Assist in bid process including bid opening, review of bids, and recommendation for contract award.
4. Engineering administrative support during construction phase of capital improvement projects.
5. Project surveying, as needed.

E. Staff Engineer

Due to the City not having a full-time staff engineer, Rick Engineering Company will provide Staff Engineer consultation services for 12 months. This assumes providing approximately 8-10 hours per week working at the City of Lemon Grove; and approximately 2-6 hours providing the City services remotely. The time estimate for this service is approximately 600 hours on a time and material basis.

The overview of services is as follows:

Under the general direction of the Public Works Director, the Staff Engineer will provide the following engineering services: subdivision map, grading and improvement plans examination, participate as a member of the City's engineering team, coordinate assigned activities with other department and outside agencies, assist citizens of Lemon Grove with engineering issues and questions, and perform related work as required.

Additional Rick Engineering Company Staff may be utilized on an as-needed basis and prior authorization from the Public Works Director is required before proceeding with any work.

Abilities/Skills/Knowledge:

- Ability to plan and organize projects in the following functional areas: engineering, streets and storm drains, sanitary sewers, related public works, traffic systems and facilities maintenance;
- Ability to evaluate safety needs;
- Ability to deal effectively with the Public Works Director, City Manager, City Council, public, developers, other City departments and public agencies in coordinating activities and resolving problems;
- Managerial and administrative ability;
- Extensive knowledge of civil engineering and land surveying practices, principles and design;
- Extensive knowledge of modern principles, methods, solutions, terminology, equipment and materials in the public works field;
- Thorough knowledge of laws and regulations relating to public works construction, operation and maintenance;
- Ability to communicate effectively, orally and in writing.

Experience: At least five years of experience in the civil engineering field.

Education: Equivalent to at least a Bachelor's Degree with a major in civil engineering.

License or Certification: Registration as a Professional Civil Engineer in California is desired.

Possession of or ability to obtain, prior to employment, a valid Class C California driver's license with a safe driving record.

Contacts and Relationships: Employee has contact with a variety of individuals representing public and private agencies and businesses. Many of the contacts involve sensitive matters requiring exercise of the highest degree of discretion and good judgment.

Accountability: Employee handles technical and administrative problems which may arise as a result of the department's activities. Innovative ideas for the improvement of services are expected.

Working Conditions: Work is performed mostly in office settings. Some outdoor work is required in the inspection of various land use developments, construction sites or public works facilities. The noise level in the work environment is usually quiet to moderate.

Physical Conditions: Shall possess the physical, mental and emotional ability to perform the essential duties of the position without the threat of hazard to self or others.

While performing the duties of this job, the employee is occasionally required to stand; walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit, climb or balance; stoop, kneel, crouch or crawl; talk or hear; and smell. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

The employee must occasionally lift and/or move up to 25 pounds.

F. Traffic Services

Rick Engineering Company has assigned Mark Jugar to manage the traffic-related services for the City. The following are the anticipated tasks:

1. Review/develop comments on Traffic impact studies/analysis letters provided by the Planning Department
 - Traffic Study Reports
 - Traffic Assessment Letters
2. Review/develop comments on Traffic Design plans provided by the Engineering Department
 - Signal Plans
 - Signing/Striping Plans
 - Traffic Control Plans
 - Street Lighting Plans
 - Signal Interconnect Plans
3. Attend monthly San Diego Traffic Engineer's Council (SANTEC) meetings at SANDAG
4. Attend and prepare for bi-monthly City of Lemon Grove Traffic Advisory Committee (TAC) meetings
5. Conduct traffic analysis tasks that may come out of the TAC meetings.
 - All-way Stop warrants
 - Traffic Signal warrants
 - Sight Distance evaluations

6. Conduct traffic signal coordination timing along key corridors (Broadway, Massachusetts) and implement signal timing parameters into controllers
7. Update city-wide speed surveys
8. Implement signal timing adjustments, as needed
9. Traffic data collection tasks (vendor):
 - Intersection counts (vehicles, pedestrians, bicycles)
 - Roadway ADT counts
 - Speed surveys
 - Parking counts
10. Prepare for/attend City Council Meetings (as-needed)
11. Attend other City Meetings (office or site meetings) (as needed)

G. Other Services not specifically included in the Engineering tasks noted in "B" above

Upon specific and separate authorization by City, provide other engineering services as listed below:

1. Urban design and planning.
2. GIS services.
3. Assessment engineering.
4. Flood control studies.
5. Landscape architecture.
6. Design survey and mapping.
7. Other studies, investigations, and reports, as directed.

Fees and Billings

The following is an estimated labor fee for the above-described work. Labor charges for work shown below are on a time and material basis in accordance with the current Schedule of Hourly Rates (attached), not to exceed the following amounts without your prior authorization.

Escalation:

Billing Rates will increase by 3% each year for the 1st three (3) years of the contract. If the contract is extended for a 4th year, then the current billing rates of the company will be utilized. Rates will be increased by 3% (upon those rates) if the contract is extended into the 5th year.

Fee (Yearly):

A.	City Engineer	\$ 69,000.00
B.	City Council Meetings	\$ 11,500.00
C.	Capital Projects and Land Development Services	\$ 46,000.00
D.	Bid and Construction Support Services	\$ 23,000.00
E.	Staff Engineer	\$ 174,085.00
F.	Traffic Services	\$ 123,400.00

Mr. Mike James
February 1, 2019
Page 9 of 9

G. Expenses	\$ 3,015.00
Total	<u>\$450,000.00</u>

Any printing and miscellaneous processing fees are extra and not a part of this agreement. Also not included are any items not specifically referred to above.

Services Not Included

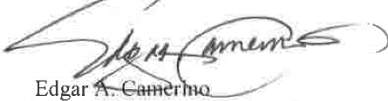
1. Geotechnical Services
2. Environmental Services
3. Public Agency fees
4. Dry utility design services
5. Financial services
6. Additional Services Not Included in the Scope of Work

If notice is delayed for any reason beyond sixty (60) days, it is understood by the parties that the terms and conditions contained herein are subject to revision.

If you have any questions regarding this agreement, please contact me at 619-688-1468. Thank you for requesting Rick Engineering Company to provide these services.

Sincerely,

RICK ENGINEERING COMPANY



Edgar A. Camerino
R.C.E. 58844
Associate Principal

APPROVED:

BY: _____

DATE: _____



Hourly Rates – California Offices

Principal Consultant (Special Projects)	\$275.00	Principal Water Resources Designer	\$140.00
Principal	245.00	Associate Water Resources Designer	130.00
Associate Principal	230.00	Assistant Water Resources Designer	115.00
Associate/Manager	215.00		
Expert Witness	400.00	GIS Manager	\$185.00
Court Appearance per half day or part.....	1,600.00	Principal GIS Project Manager	170.00
		Associate GIS Project Manager	155.00
Director of Land Development	\$210.00	Assistant GIS Project Manager	135.00
Principal Project Engineer/Manager.....	190.00	Principal GIS Analyst.....	125.00
Associate Project Engineer/Manager.....	175.00	Associate GIS Analyst.....	115.00
Assistant Project Engineer/Manager.....	160.00	Assistant GIS Analyst.....	105.00
Principal Engineering Designer.....	140.00	Principal Graphics Designer	115.00
Associate Engineering Designer.....	130.00	Associate Graphics Designer	110.00
Assistant Engineering Designer.....	115.00	Assistant Graphics Designer	95.00
Principal Engineering Drafter.....	110.00	CAD Manager	175.00
Associate Engineering Drafter.....	100.00		
Assistant Engineering Drafter	90.00	Field Supervisor.....	\$190.00
		One-person Survey Party	140.00
Principal Construction Engineer/Manager.....	\$190.00	One-person Survey Party with Robotics.....	190.00
Associate Construction Engineer/Manager	175.00	Two-person Survey Party	220.00
Assistant Construction Engineer/Manager	160.00	Three-person Survey Party	285.00
Principal Construction Technician	140.00		
Associate Construction Technician	130.00	3D Laser Scanning Crew (One-Person).....	\$220.00
Assistant Construction Technician	115.00	3D Laser Scanning Crew (Two Person)	260.00
Senior Transportation/Traffic Engineer.....	\$200.00	Principal 3D Laser Scanning Project Manager	\$180.00
Principal Transportation/Traffic Engineer.....	190.00	Associate 3D Laser Scanning Project Manager	165.00
Associate Transportation/Traffic Engineer.....	175.00	Assistant 3D Laser Scanning Project Manager	150.00
Assistant Transportation/Traffic Engineer.....	160.00	Principal 3D Laser Scanning Specialist.....	130.00
Principal Transportation/Traffic Designer.....	140.00	Associate 3D Laser Scanning Specialist.....	120.00
Associate Transportation/Traffic Designer.....	130.00	Assistant 3D Laser Scanning Specialist.....	110.00
Assistant Transportation/Traffic Designer.....	115.00	Principal 3D Laser Scanning Technician.....	110.00
		Associate 3D Laser Scanning Technician.....	95.00
		Assistant 3D Laser Scanning Technician.....	85.00
Principal Community Planner	\$210.00		
Principal Project Planner/Manager.....	190.00	Photogrammetry Supervisor	\$180.00
Associate Project Planner/Manager.....	175.00	Principal Photogrammetrist	125.00
Senior Planner	165.00	Associate Photogrammetrist	110.00
Associate Planner	130.00	Assistant Photogrammetrist	100.00
Assistant Planner	110.00		
Planning Technician.....	85.00	Computing & Mapping Director.....	\$190.00
		Principal Survey Analyst	175.00
Principal Landscape Architect.....	\$210.00	Associate Survey Analyst.....	135.00
Principal Project Landscape Architect/Manager	180.00	Assistant Survey Analyst	115.00
Associate Project Landscape Architect/Manager	155.00		
Assistant Project Landscape Architect/Manager	120.00	Associate Project Administrator.....	\$75.00
Principal Landscape/Urban Designer.....	110.00	Assistant Project Administrator.....	65.00
Associate Landscape/Urban Designer	105.00	Administrative Assistant.....	70.00
Assistant Landscape/Urban Designer	95.00		
Principal Environmental Project Manager.....	\$175.00		
Associate Environmental Project Manager.....	155.00		
Assistant Environmental Project Manager	135.00		
Principal Environmental Specialist.....	120.00		
Associate Environmental Specialist	115.00		
Assistant Environmental Specialist	110.00		
Environmental Technician.....	90.00		

Rates will be subject to a 3% increase at the end of each fiscal year (beginning on July 1, 2020).



**CITY OF LEMON GROVE
CITY COUNCIL REGULAR MEETING AGENDA**

Tuesday, February 19, 2019, 6:00 p.m.

Lemon Grove Community Center
3146 School Lane, Lemon Grove, CA

The City Council also sits as the Lemon Grove Housing Authority, Lemon Grove Sanitation District Board, Lemon Grove Roadway Lighting District Board, and Lemon Grove Successor Agency

Call to Order

Pledge of Allegiance

Changes to the Agenda:

Presentation:

Facilitating Access to Coordinated Transportation (FACT) - Update on FACT's Coordination and Mobility Services

Public Comment:

(Note: In accordance with State Law, the general public may bring forward an item not scheduled on the agenda; however, the City Council may not take any action at this meeting. If appropriate, the item will be referred to staff or placed on a future agenda.)

1. Consent Calendar:

(Note: The items listed on the Consent Calendar will be enacted in one motion unless removed from the Consent Calendar by Council, staff, or the public.)

A. Waive Full Text Reading of All Ordinances on the Agenda

Reference: Kristen Steinke, City Attorney

Recommendation: Waive the full text reading of all ordinances included in this agenda; Ordinances shall be introduced and adopted by title only.

B. City of Lemon Grove Payment Demands

Reference: Molly Brennan, Finance Director

Recommendation: Ratify Demands

C. Approval of Meeting Minutes

Regular Meeting

February 5, 2019

Reference: Shelley Chapel, City Clerk

Recommendation: Approve Minutes

D. Award the Fiscal Year 2017-2018 Sewer Capital Improvement Project (*Sanitation District Item*)

Reference: Mike James, Assistant City Manager

Recommendation: Adopt a Resolution entitled, "A Resolution of the Lemon Grove Sanitation District, California, Awarding the FY 2017-2018 Sewer Capital Improvement Project (Contract No. 2019-11)."

E. Authorize 115 Trust Transfer

Reference: Molly Brennan, Finance Manager

Recommendation: Authorize the Transfer of \$89,440 from the General Fund FY17-18 Surplus to the 115 Trust for Investment Towards Future CalPERS Obligations.

F. Consideration of Establishment of an On-Call List and Approval of Agreements for Environmental Services Consultants

Reference: Patricia Bluman, Consultant, CityPlace Planning, Inc.

Recommendation: Adopt a Resolution Establishing an On-Call List of Environmental Services Consultants to Assist the City with Environmental Reviews Required Pursuant to the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA); and, Place Dudek, Placeworks, and Summit Environmental Group on the On-Call List for Three Years; and Authorize the City Manager to Execute Agreements with Dudek, Placeworks, and Summit Environmental Group to Provide On-Call Environmental Services to the City on an As-Needed Basis and Issue Task Orders for the Needed Services.

Reports to Council:

2. Discussion Item Regarding Options to Regulate Short Term Rentals in Lemon Grove

Reference: Patricia Bluman, Consultant, CityPlace Planning, Inc.

Recommendation: Receive Staff Report regarding background information and options for the City of Lemon Grove to regulate Short-Term Rentals, consider Staff's recommendation to adopt an ordinance to allow home-shares, and provide direction for future action.

3. Accept the Sewer System Management Program Update (*Sanitation District Item*)

Reference: Mike James, Assistant City Manager

Recommendation: Adopt a Resolution entitled, "Resolution of the Lemon Grove, Sanitation District, California, Accepting the Sewer System Management Plan Update."

4. Accept the Lemon Grove Avenue Realignment Project as Substantially Complete

Reference: Mike James, Assistant City Manager

Recommendation: Adopt a Resolution entitled, "Resolution of the City Council of the City of Lemon Grove, California, Accepting the Lemon Grove Avenue Realignment Project as Substantially Complete."

5. Award a Professional Services Agreement for Engineering Services to Rick Engineering Company

Reference: Mike James, Assistant City Manager

Recommendation: Adopt a Resolution entitled, "Resolution of the City Council of the City of Lemon Grove, California, Awarding a Professional Services Agreement for Engineering Services to Rick Engineering Company."

City Council Oral Comments and Reports on Meetings Attended at the Expense of the City.
(GC 53232.3 (d)) (53232.3.(d) states that members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.)

City Manager and Department Director Reports: (Non-Action Items)

Closed Session:

1. Conference with Labor Negotiators (G.C. § 54957.6)
Agency Designated Representatives: Lydia Romero, City Manager, Mike James, Assistant City Manager, and Roberto Hildago, Human Resources Manager
Employee Organization: Lemon Grove Firefighters Association, Local 2728 of the International Association of Firefighters
2. Conference with Legal Counsel – Existing Litigation (G.C. § 54956.9)
Christopher Williams vs. David Arambula, City of Lemon Grove, et. al.
San Diego Superior Court - Case number 37-2018-00023369-CU-PO-CTL

Adjournment

In compliance with the Americans with Disabilities Act (ADA), the City of Lemon Grove will provide special accommodations for persons who require assistance to access, attend and/or participate in meetings of the City Council. If you require such assistance, please contact the City Clerk at (619) 825-3800 or email schapel@lemongrove.ca.gov. A full agenda packet is available for public review at City Hall.

AFFIDAVIT OF NOTIFICATION AND POSTING

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS
CITY OF LEMON GROVE)

I, Shelley Chapel, MMC, City Clerk of the City of Lemon Grove, hereby declare under penalty of perjury that a copy of the above Agenda of the Regular Meeting of the City Council of the City of Lemon Grove, California, was delivered and/or notice by email not less than 72 hours before the hour of 5:30 p.m. on February 14, 2019, to the members of the governing agency, and caused the agenda to be posted on the City's website at www.lemongrove.ca.gov and at Lemon Grove City Hall, 3232 Main Street Lemon Grove, CA 91945.

/s/ Shelley Chapel

Shelley Chapel, MMC, City Clerk



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.A

Meeting Date: February 19, 2019
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Kristen Steinke, City Attorney
Item Title: **Waive the Full Text Reading of all Ordinances**

Summary: Waive the full text reading of all ordinances included in this agenda. Ordinances shall be introduced and adopted by title only.

Environmental Review:

- Not subject to review Negative Declaration
 Categorical Exemption, Section | | Mitigated Negative Declaration

Fiscal Impact: None.

Public Notification: None.



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.B

Meeting Date: February 19, 2019
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Molly Brennan, Finance Manager
<mailto:MBrennan@lemongrove.ca.gov>

Item Title: **City of Lemon Grove Payment Demands**

Recommended Action: Ratify Demands.

Environmental Review:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Not subject to review | <input type="checkbox"/> Negative Declaration |
| <input type="checkbox"/> Categorical Exemption, Section | <input type="checkbox"/> Mitigated Negative Declaration |

Fiscal Impact: None.

Public Notification: None.

City of Lemon Grove Demands Summary

Approved as Submitted:

Molly Brennan, Finance Manager

For Council Meeting: 02/19/19

ACH/AP Checks 01/29/19-02/06/19 1,201,069.21

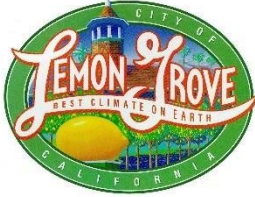
Payroll - 01/29/19 122,103.01

Total Demands 1,323,172.22

CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
ACH	Refill 1/25/19	Pitney Bowes Global Financial Services LLC	01/29/2019	Postage Usage 1/25/19	250.00	250.00
ACH	Dec18	San Diego County Sheriff's Department	01/29/2019	Law Enforcement Services - Dec'18	489,039.47	489,039.47
ACH	Jan19	Southern CA Firefighters Benefit Trust	01/30/2019	LG Firefighters Benefit Trust - Jan'19	2,492.10	2,492.10
ACH	Jan29 19	Employment Development Department	01/31/2019	State Taxes 1/29/19	6,829.51	6,829.51
ACH	Jan29 19	US Treasury	01/31/2019	Federal Taxes 1/29/19	23,073.42	23,073.42
ACH	Jan16-Jan29 19	Calpers Supplemental Income 457 Plan	01/31/2019	457 Plan 1/16/19-1/29/19	5,723.53	5,723.53
ACH	Jan19	Wage Works	01/31/2019	FSA Reimbursement - Jan'19	2,906.70	2,906.70
ACH	Jan19	Power Pay Biz/Evo	02/01/2019	Online Credit Card Processing - Jan'19	73.26	73.26
ACH	Feb 2019	Pers Health	02/04/2019	Pers Health Insurance - Feb'19	47,657.58	47,657.58
ACH	Jan19	Authorize Net	02/04/2019	Merchant Fees - Jan'19	20.70	20.70
ACH	9098001	LEAF	02/06/2019	Ricoh C3502 Copier System-PW Yard - Jan'19	160.51	160.51
10808	11075	A. Preman Roofing, Inc.	01/30/2019	Roof Drain Installation/Repairs - Comm Ctr	3,082.00	3,082.00
10809	12517239	AT&T	01/30/2019	Fire Backup Phone Line- 12/22/18-1/21/19	39.80	39.80
10810	16565L-IN	Aztec Landscaping Inc.	01/30/2019	CUPCCA #2019-03 Abatement of Channel Vegetation behind La Mesa	13,920.00	13,920.00
10811	1/29/19-161 1/29/19-762	California State Disbursement Unit	01/30/2019	Wage Withholding Pay Period Ending 1/29/19 Wage Withholding Pay Period Ending 1/29/19	161.53 82.61	244.14
10812	19629278	Canon Financial Services Inc.	01/30/2019	Canon Plotter Contract Charge 1/21/19-2/20/19	144.00	144.00
10813	FRS0000140 FRS0000140 HFTA000127	City of El Cajon	01/30/2019	Overtime Reimbursement - Nevin 1/3/19 Overtime Reimbursement - Kinoshita 1/11/19 HFTA Fees - QTR 3 FY18/19	1,236.59 1,111.86 4,483.00	6,831.45
10814	169	CityPlace Planning, Inc.	01/30/2019	Interim Dev Svcs Dir Tasks - Dec '18	6,271.45	6,271.45
10815	Jan19	Colonial Life	01/30/2019	Colonial Optional Insurance -Jan19	670.20	670.20
10816	201900052	County of San Diego/Assessor/Recorder/Clerk	01/30/2019	Recording Services- 12/3/18	138.00	138.00
10817	1/18/2019	Cox Communications	01/30/2019	City Manager Fax Line/Copy Room- 1/18/19-2/17/19	3.65	3.65
10818	4777 4778 4779 4780 4781	D- Max Engineering Inc.	01/30/2019	1993 Dain Dr Doc Review 12/1/18-12/31/18 LGA Realignment Stormwater Inspection 12/1/18-12/31/18 Golden Doors Stormwater Inspection 12/1/18-12/31/18 Celsius Phase II- 18/19 Stormwater Inspection 12/1/18-12/31/18 6800 Mallard Ct Stormwater Inspection 12/1/18-12/31/18	241.25 28.43 162.50 241.25 274.68	948.11
10819	1218.07.0159	Dexter Wilson Engineering, Inc.	01/30/2019	Eng Svc-District's Sewer System Mgmt Plan - Dec'18	1,300.00	1,300.00
10820	0108192305 0122192305	Domestic Linen- California Inc.	01/30/2019	Shop Towels & Safety Mats 1/8/19 Shop Towels & Safety Mats 1/22/19	82.10 82.10	164.20
10821	20185445 20186215	Dudek	01/30/2019	Prof Svcs: Inspection Support Svcs 7/28/18-8/31/18 Prof Svcs: Inspection Support Svcs 9/1/18-9/28/18	5,250.00 3,375.00	8,625.00
10822	1/14-17/19 1/7-10/19	Esgil Corporation	01/30/2019	75% Building Fees- 1/14/19-1/17/19 75% Building Fees- 1/7/19-1/10/19	2,146.40 4,790.03	6,936.43
10823	26237 26494 26517	Excell Security, Inc.	01/30/2019	Senior Center Security Guard - 8/5/18 Senior Center Security Guard - 1/5/19 Senior Center Security Guard - 1/26/19	3.00 249.97 251.28	504.25
10824	Reimb 6/25/18	Gonzalez, Monica	01/30/2019	Re-issue- Reimbursement - Summer Daycamp Supplies	82.34	82.34

10825	0026243-IN	HDL Coren & Cone	01/30/2019	Contract Services Property Tax - Jan-Mar 2019	2,145.62	2,145.62
10826	71555 71556	House of Automation	01/30/2019	PW Yard Security Gate Repair - Replaced Drive Chain PW Yard Security Gate Repair - Replacement Photo Eye	380.33 535.84	916.17
10827	Jan29 19	ICMA	01/30/2019	ICMA Deferred Compensation Pay Period Ending 1/29/19	580.77	580.77
10828	1190009	J&M Keystone. Inc.	01/30/2019	Service Call/Moisture Inspection/Clean Up - Fire Stn	1,255.87	1,255.87
10829	836	Keagy Real Estate	01/30/2019	Completion & Delivery - Appraisal Report - 7431-7455 Broadway	9,500.00	9,500.00
10830	Mercado	Mercado, Liliana	01/30/2019	Refund/Mercado,Liliana/Deposit/LBH 1/26/19	300.00	300.00
10831	162130	MJC Construction	01/30/2019	CUPCCA #2019-05 - CIP Concrete Repair & Upgrade	29,155.00	29,155.00
10832	EIA26933	Preferred Benefit Insurance Administrators	01/30/2019	Dental Insurance- PPO -Jan19	2,823.60	2,823.60
10833	Sherrice	Sherrice Williams Ivory	01/30/2019	Refund/Sherrice/Deposit-CommCtr 1/20/19	200.00	200.00
10834	44410	SoCal WaterSmart PAL Rebates	01/30/2019	Refund/Overpd PAL (Public Agcy Landscape) Grant/Irrig Controllers	3,722.76	3,722.76
10835	Vasquez	Vasquez, Norma	01/30/2019	Refund/Vasquez,Norma/Deposit/LBH 12/8/18	200.00	200.00
10836	C8015	A-Pot Rentals, Inc.	02/06/2019	Portable Restroom Rental- 12/9/18-1/8/19	132.10	132.10
10837	6347 6348	Aguirre & Associates	02/06/2019	6470 Federal Blvd Street Dedication - Jan '19 8055 Golden Ave Street Dedication - Jan '19	275.00 275.00	550.00
10838	1/12/2019 1/22/2019	AT&T	02/06/2019	Phone Service 12/13/18-1/12/19 Backup City Hall Internet- 12/23/18-1/22/19	82.88 89.25	172.13
10839	33001-IN	Aztec Landscaping Inc.	02/06/2019	Landscape Mgmt Svc - Dec'18	9,629.00	9,629.00
10840	4778045	Bearcom	02/06/2019	Portable Radios Monthly Contract 1/22/19-2/21/19	150.00	150.00
10841	915336-9 915628-9 918008-9 918294-9	BJ's Rentals	02/06/2019	Equip Rental- Jack Post Shore 10' - Roof Repair - Com Ctr Equip Rental- Jack Post Shore 10' - Roof Repair - Com Ctr Propane Propane	67.12 175.13 9.43 3.92	255.60
10842	Buresch	Buresch, Corey	02/06/2019	Refund/Buresch, Corey/Credit Card Fee Collected in Error10/22, 1/29	20.01	20.01
10843	Oct-Dec 18	California Building Standards Commission	02/06/2019	BSA Fees: Oct - Dec'18	93.60	93.60
10844	19671333	Canon Financial Services Inc.	02/06/2019	Canon Copier Contract Charge 2/1/19	642.60	642.60
10845	112867	CDCE, Inc.	02/06/2019	IBR Routers/Cloud Renewal	39.00	39.00
10846	4015248595 4015609690 CR4013286815	Cintas Corporation #694	02/06/2019	Janitorial Supplies - 1/17/19 Janitorial Supplies - 1/24/19 Credit - Janitorial Supplies - 12/6/18	953.40 218.66 -361.84	810.22
10847	1101	City of Chula Vista	02/06/2019	Animal Control Services- Dec '18	24,163.00	24,163.00
10848	1896 1974 1974 1975 1975 1975 1988	Clark Telecom & Electric Inc.	02/06/2019	Repair/Solar Speed Display/Kempf - Dec'18 Street Light Dig Alert Mark Outs - Dec'18 Street Light Dig Alert Mark Outs - Dec'18 Street Light Repairs- Dec'18 Street Light Repairs- Dec'18 Street Light Repairs- Dec'18 Service/Street Light Power Issue/Civic Ctr Park/Bonfire 12/7/18	1,695.00 199.51 249.23 425.00 233.50 212.50 1,633.60	4,648.34
10849	37930	Colantuono, Highsmith & Whatley, PC	02/06/2019	Legal Svcs - thru Dec'18	2.68	2.68
10850	19CTOFLGN07	County of San Diego- RCS	02/06/2019	800 MHZ Network - Jan '19	2,935.50	2,935.50
10851	1/6/2019 1/19/2019 1/6/2019 1/10/2019 1/4/2019	Cox Communications	02/06/2019	Calsense Modem Line:2259 Washington 1/6/19-2/5/19 Phone/PW Yard/2873 Skyline- 1/19/19-2/18/19 Calsense Modem Line:7071 Mt Vernon 1/6/19-2/5/19 Calsense Modem Line:8235 Mt Vernon 1/9/19-2/8/19 Phone/Rec Ctr/ 3131 School Ln- 1/4/19-2/3/19	21.11 212.58 20.01 94.39 97.85	445.94
10852	4362 4391 4493 4540 4587 4689 4785	D- Max Engineering Inc.	02/06/2019	8373 Broadway SWQMP Review 10/30/18-11/5/18 LG B&S Townhouse Plan Review 5/1/18-5/31/18 LG Childcare Ctr Stormwater Plan Review 8/1/18-8/31/18 Popeye's Pre-App Review 9/1/18-9/25/18 T-Mobile Wireless Antenna Pre-App Review 10/1/18-10/17/18 6470 Federal Blvd Landscape Plan Check 12/3/18 6470 Federal Blvd Landscape Plan Review 1/9/19-1/23/19	937.50 149.70 250.00 125.00 250.00 187.50 156.25	2,055.95
10853	Oct-Dec18	Department of Conservation	02/06/2019	Qtrly SMIP Fees - Oct-Dec'18	214.51	214.51
10854	2019	DFM Associates	02/06/2019	2019 CA Elections Code Book/Paperback	56.84	56.84
10855	656478	Gormsen Appliance Company	02/06/2019	Service/Washer & Refrigerator - Fire Station	160.00	160.00

10856	71654	House of Automation	02/06/2019	Prev Maintenance - Security Gate & Rollup Doors - Fire Station	198.94	198.94
10857	18-4516	I love a Clean San Diego	02/06/2019	ILACSD Recycling Educ Community Outreach Event thru 12/31/18	550.00	550.00
10858	18560	Merz Construction Inc.	02/06/2019	Access Control Panel Replacement - City Hall	608.99	608.99
10859	225100	Ninyo & Moore	02/06/2019	6800 Mallard Ct Inspection Svcs thru 12/28/18	3,105.00	3,105.00
10860	149060 149106	Pacific Sweeping	02/06/2019	Street Sweeping/69th St - 12/17/18 Street Sweeping/Parking Lot - Dec'18	330.00 6,428.55	6,758.55
10861	95032	Penske Ford	02/06/2019	LGPW #07-'14 Ford Patch Truck Service/Oil Change/Filter/Wipers	112.05	112.05
10862	PD-40699 PD-40726	Plumbers Depot Inc.	02/06/2019	LGPW#26 Sewer Camera Repair/Tigertail Hose Guide LGPW#26 Sewer Camera Repair/Pneumatic Tires/Tow Cable & Keeper	127.62 652.58	780.20
10863	CLGLGAT_201810	Rail Pros	02/06/2019	Prof Svc: LGA Timing Project thru 10/26/18	13,350.62	13,350.62
10864	INV027586	RapidScale Inc.	02/06/2019	Virtual Hosting 1/31/19	3,370.78	3,370.78
10865	31625508 31625810 31626614	RCP Block & Brick, Inc.	02/06/2019	Bulk Concrete Sand - Fire Station Bulk Concrete Sand - Fire Station Bulk Concrete Sand - Fire Station	205.59 102.79 205.59	513.97
10866	0065842 17546F(10)	Rick Engineering Company	02/06/2019	Prof Svc: City Engineer 12/1/18-12/31/18 Prof Svc: 2017/18 CIP Sewer Proj- 8 Locations 12/1/18-12/31/18	27,714.41 9,820.57	37,534.98
10867	GHC0023738	Scott, Mary	02/06/2019	Claim Settlement - GHC0023738	140.00	140.00
10868	1/22/2019 1/22/2019 1/22/2019	SDG&E	02/06/2019	3225 Olive- 12/18/18-1/20/19 3500 1/2 Main- 12/18/18-1/20/19 3601 1/2 Main- 12/18/18-1/20/19	138.20 258.97 34.71	431.88
10869	88605706-001	SiteOne Landscape Supply, LLC	02/06/2019	E-Z Reachers	229.02	229.02
10870	00076057 00076405	The East County Californian	02/06/2019	Ordinance No. 451 - Emergency Shelter Overlay Zone Bid Notice - FY18/19 Street Rehab Project 1/24/19	84.00 203.00	287.00
10871	1/30/19	Van Lant & Fankhanel, LLP	02/06/2019	FY 2018 Audit & Related Reports-Final Billing	19,000.00	19,000.00
10872	9822146402 9822146966 9822146403	Verizon Wireless	02/06/2019	City Phone Charges- 12/13/18-1/12/19 Mobile Broadband Access- 12/13/18-1/12/19 PW Tablets- 12/13/18-1/12/19	876.32 76.02 188.78	1,141.12
10873	72078587 72084112 72084113 72085683	Vulcan Materials Company	02/06/2019	Asphalt Asphalt Asphalt Asphalt/SS1H 4.5 Gallon Bucket	208.71 142.77 146.43 169.60	667.51
10874	2016.04-029	West Coast General Corporation	02/06/2019	LGA Realignment Proj- 11/1/18-11/30/18	386,179.99	386,179.99
					1,201,069.21	1,201,069.21



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.C

Meeting Date: February 19, 2019

Submitted to: Honorable Mayor and Members of the City Council

Department: City Manager's Office

Staff Contact: Shelley Chapel, City Clerk

Schapel@lemongrove.ca.gov

Item Title: **Approval of City Council Meeting Minutes**

Recommended Action: Approval of City Council Meeting Minutes for Regular Meeting held February 5, 2019

Environmental Review:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Not subject to review Negative | <input type="checkbox"/> Declaration |
| <input type="checkbox"/> Categorical Exemption, Section | <input type="checkbox"/> Mitigated Negative Declaration |

Fiscal Impact: None.

Public Notification: None.

**MINUTES OF A MEETING OF
THE LEMON GROVE CITY COUNCIL
TUESDAY, FEBRUARY 5, 2019**

*The City Council also sits as the Lemon Grove Housing Authority,
Lemon Grove Sanitation District Board, Lemon Grove Roadway Lighting District Board,
and Lemon Grove Successor Agency.*

Call To Order:

Mayor Vasquez called the Regular Meeting to order at 6:00 p.m.

Present: Mayor Pro Tem David Arambula, Councilmember Jerry Jones, Councilmember Jennifer Mendoza, and Councilmember Matt Mendoza.

Absent: Mayor Racquel Vasquez

Staff Members Present:

Lydia Romero, City Manager, Kristen Steinke, City Attorney, Mike James, Assistant City Manager/Public Works Director, Mike Chasin, Division Fire Chief, Lieutenant Scott Amos, San Diego County Sheriff's Office - Lemon Grove Substation, Shelley Chapel, City Clerk, Roberto Hidalgo, Human Resources Manager, and Molly Brennan, Finance Manager.

Pledge of Allegiance:

Pledge of Allegiance to the Flag was led by Councilmember Jones.

Public Comments:

Appeared to comment was: Brenda Hammond

1. Consent Calendar:

- A. Waive Full Text Reading of All Ordinances on the Agenda.
- B. Ratification of Payment of Demands
- C. City Council Meeting Minutes
- D. Approval of Resolution No. 2019-3632, entitled, "A Resolution of the City Council of the City of Lemon Grove, California, approval of Minimum Wage Increase to Ensure Compliance with the California Minimum Wage Increase as Governed by State Law."
- E. Approval of Resolution No. 2019-3633, entitled, "A Resolution of the City Council of the City of Lemon Grove, California, Establishing Three New Classifications and Amend the Fiscal Year 2018-19 Fiscal Plan."

Action: Motion by Councilmember Jones, seconded by Councilmember J. Mendoza, to approve Consent Calendar Items A-E.

The motion passed by the following vote:

The motion passed by the following vote:

Ayes: Arambula, Jones, J. Mendoza, M. Mendoza

Absent: Vasquez

Reports to Council:

2. Fiscal Year 2018 Mid-Year Budget Update

Mayor Pro Tem Arambula introduced Molly Brennan, Finance Manager who presented the report and PowerPoint Presentation.

Appeared to comment was: Teresa Rosiak Proffit

Action: The motion by Councilmember Jones, and second by Councilmember M. Mendoza to Adopt Resolution No. 2019-3634 entitled, “A Resolution of the City Council of the City of Lemon Grove, California, Approving the City of Lemon Grove Mid-Year Budget for Fiscal Year 2018-19 and Authorizing Expenditures Thereto.”

The motion passed by the following vote:

Ayes: Arambula, Jones, J. Mendoza, M. Mendoza

Absent: Vasquez

Action: The motion by Councilmember Jones, and second by Councilmember J. Mendoza Adopt Resolution No. 2019-3635 entitled, “A Resolution of the City Council of the City of Lemon Grove, California, Establishing the Appropriations Limit for Fiscal Year 2018-2019.”

The motion passed by the following vote:

Ayes: Arambula, Jones, J. Mendoza, M. Mendoza

Absent: Vasquez

3. Award the Roy and Washington Storm Drain Repair Project

Mayor Pro Tem Arambula introduced Mike James, Assistant City Manager / Director of Public Works who presented the report and PowerPoint Presentation.

Action: The motion by Councilmember J. Mendoza, and second by Councilmember Jones Adopt Resolution No. 2019-3636, entitled, “A Resolution of the City of Lemon Grove, California, Awarding the Roy and Washington Storm Drain Repair (Contract No. 2019-07).”

The motion passed by the following vote:

Ayes: Arambula, Jones, J. Mendoza, M. Mendoza

Absent: Vasquez

4. Ordinance No. 451, Establishment of Emergency Shelter Overlay Zone

Mayor Pro Tem Arambula introduced Kristen Steinke, City Attorney who read the title of the Ordinance into record.

Action: The motion by Councilmember J. Mendoza, and second by M. Mendoza to conduct the Second Reading by title only, and adopt Ordinance No. 451, adding Chapter 17.20.050 to the Lemon Grove Municipal Code establishing Emergency Shelter Overlay Zone, and amending Chapter 17.16.070 to reference new emergency shelter overlay zone, and approve a zone change to amend Zoning Map to include specific parcels in the General Commercial Zone; Zoning Amendment ZA 1-800-0003

The motion passed by the following vote:

Ayes: Arambula, Jones, J. Mendoza, M. Mendoza

Absent: Vasquez

City Council Oral Comments & Reports on Meetings Attended At City Expense: (G.C. 53232.3(d))

Councilmember J. Mendoza attended the following meetings and events:

- SANDAG Board Meeting – other Councilmembers were in attendance.

Councilmember Jones attended the following meetings and events:

- SANDAG Board Meeting
- Metro Commission/Metro Wastewater JPA Meeting

Mayor Pro Tem Arambula attended the following meetings and events:

- MTS Board – No longer on the Transportation Committee as Primary but has been placed on the following:
 - Budget Committee
 - Public Safety Committee
 - Ad Hoc Ballot Committee

City Manager and Department Director Reports: (*Non-Action Items*)

Lt. Amos with the San Diego County Sheriff Department announced a new Traffic Sergeant has been hired.

Fire Chief Chasin thanked the community for the support of the passing of Stella a search canine who recently passed away.

Closed Session:

5. LIABILITY CLAIM

Government Code Section 54956.95

Claimant: Ruth Penery

Agency Claimed Against: City of Lemon Grove

6. CONFERENCE WITH REAL PROPERTY NEGOTIATIONS

Government Code Section 54956.8

Property: 3600 block of Olive, Lemon Grove, CA 91945

Agency Negotiation: City of Lemon Grove

Negotiating Parties: City Manager, Lydia Romero, and Assistant City/Director of Public Works, Manager Mike James

Under Negotiation: Instruction to Negotiate

7. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section §54956.8

Name of Case: Hatsuko Hoss v. City of Lemon Grove, et al. (SDSC Case No. 37-2019-00002078-CU-PO-CTL)

City Attorney Kristen Steinke announced the City Council will be adjourning to closed session at 7:35 p.m. for the purposes above.

City Attorney Steinke reported no reportable action on items discussed in Closed Session.

Adjournment:

There being no further business to come before the Council, the meeting was adjourned at 8:20 p.m. to a meeting to be held Tuesday, February 19, 2019, in the Lemon Grove Community Center located at 3146 School Lane, for a Regular Meeting.

Shelley Chapel, MMC
City Clerk



LEMON GROVE SANITATION DISTRICT

DISTRICT BOARD STAFF REPORT

Item No. 1.D

Meeting Date: February 19, 2019

Submitted to: Honorable Mayor and Members of the Lemon Grove Sanitation District

Department: Public Works Department

Staff Contact: Mike James, Assistant City Manager
mjames@lemongrove.ca.gov

Item Title: **Award the Fiscal Year 2017-2018 Sewer Capital Improvement Project**

Recommended Action: Adopt a resolution awarding a contract for the Fiscal Year 2017-18 Sewer Capital Improvement Project (Contract No. 2019-11).

Summary: In 2016, the Lemon Grove Sanitation District (District) contracted with Dexter Wilson Engineering, Inc. (DWE) to create a Sanitary Sewer Master Plan (Master Plan) study. The purpose of the Master Plan is to serve as a planning document to evaluate the capacity of the existing collection system, determine improvement needs under future build-out conditions, develop Capital Improvement Programs (CIP) for the short-term (5 years) and long-term (20 years) based on those needs and model future program needs while performing on-going inspection, maintenance, and video recording of the entire sewer collection system.

The final completed Master Plan, dated August 31, 2017, was presented to the District Board and approved on October 17, 2017. The Master Plan detailed recommendations as to how the sewer system should be maintained and repaired as needed. When specifically related to the “how” the Master Plan provided a list of pipe segments that should be repaired every fiscal year.

Discussion: Based on recommendations within the Master Plan, specifically the Executive Summary and Chapter 9, there was a need to install cured-in-place pipe lining in existing sewer mains at various locations within the City of Lemon Grove. In addition to the cure-in-place pipe lining, the work also includes installing a new sewer main, making sewer point repairs, installing new sewer cleanouts, and installing new sewer manholes.

On January 3, 2019, staff advertised the Fiscal Year 2017-2018 Sewer Capital Improvement Project. On January 29, 2019, four (4) sealed bids were received. The name of each bidder, the location of the company and the bid amount is listed below.

Name of Bidder	Location	Bid Amount
Burtech Pipeline, Inc.	Encinitas, CA	\$447,375
Transtar Pipeline, Inc.	San Diego, CA	\$398,500
Piperin Corporation	Escondido, CA	\$360,750
Charles King Company	Signal Hill, CA	\$338,290

The lowest responsive and responsible bid was submitted by Charles King Company (Charles King) with a bid amount of \$338,290.00 which was \$33,592.50 lower than the Engineer’s Estimate of \$371,882.50. Staff reviewed Charles King’s project work history, references, and construction license status. Its project work history and reference checks were positive. Charles King has successfully completed similar work for other local government agencies and its license is in good standing with the State of California. Therefore, staff concluded that Charles King is both a responsive and responsible contractor and recommends the award of this contract (**Attachment B**). Based on the project scope of work, staff recommends the following project budget:

Description	Amount
Construction Costs	\$338,290.00
Contingency (10%)	\$33,829.00
Materials Testing	\$7,000.00
Inspection	\$5,000.00
Other costs (easement, copies, etc...)	\$1,000.00
Total	\$385,119.00

An unresolved portion of this proposed project is a sewer pipe segment at 8429 Broadway (Attachment C). This location was identified in the Master Plan for immediate replacement because the existing sewer main is situated underneath a building located at the address. There are several concerns that staff has with an active sewer main underneath a building which include limited access to inspect, clean and repair as needed. For those reasons, staff contacted the owner and initiated the process to abandon the existing easement and establish a new 20-foot easement where the new sewer main will be installed. The property owner understands the need for this transaction, and he has agreed to sign a grant deed to the Lemon Grove Sanitation District to complete the easement transaction. This will return to the District Board in March for review and approval. If the grant deed is approved no changes will occur with this agenda item. However, if the property owner decides not to move forward with the easement process than staff will amend this construction contract with a change order and return to the District Board with additional information highlighting what the next steps may include.

Environmental Review:

Not subject to review

Negative Declaration

Categorical Exemption, Section 15302 Mitigated Negative Declaration

Fiscal Impact: The project budget is estimated not to exceed \$385,119. Funding has been allocated from the Sanitation District in the Fiscal Year 2018-2019 budget.

Public Notification: None.

Staff Recommendation: Adopt a resolution awarding a contract for the Fiscal Year 2017-2018 Sewer Capital Improvement Project (Contract No. 2019-11).

Attachments:

Attachment A – Resolution awarding a contract for the FY2017-18 Sewer Capital Improvement Project

Attachment B – Contract

Attachment C – Overhead Exhibit of 8429 Broadway

RESOLUTION NO. 2019 -

**A RESOLUTION OF THE LEMON GROVE SANITATION DISTRICT,
CALIFORNIA, AWARDING THE FY2017-18 SEWER CAPITAL IMPROVEMENT
PROEJCT (CONTRACT NO. 2019-11)**

WHEREAS, in 2016, the District contracted with Dexter Wilson Engineering, Inc., to create a Sanitary Sewer Master Plan (Master Plan) study, and

WHEREAS, the final draft of the Master Plan, dated August 31, 2017 was presented to the District Board and approved on October 17, 2017; and

WHEREAS, the Master Plan outlined the 2017-18 Sewer Capital Improvement Project in need of repair and/or replacement due to condition; and

WHEREAS, bids were solicited and four (4) sealed bids were received for the FY 2017-18 Sewer Capital Improvement Project; and

WHEREAS, bids were opened and read aloud, and the lowest responsive and responsible bidder was Charles King Company.; and

WHEREAS, the District Board finds it in the public interest that a contract for said services be awarded.

NOW, THEREFORE, BE IT RESOLVED that the Lemon Grove Sanitation District hereby:

1. Awards a contract to Charles King Company in the amount of \$338,290 and establishes a project budget not to exceed \$385,119, and
2. Authorizes the District Manager or designee to execute said contract (**Attachment B**).

PASSED AND ADOPTED on _____, 2019, the Lemon Grove Sanitation District, California, adopted Resolution No. 2019-_____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest: Shelley Chapel, MMC, District Clerk

Approved as to Form: Kristen Steinke, District Attorney

FY 2017-18 SEWER CAPITAL IMPROVEMENT PROJECT: REHABILITATION
CONTRACT #2019-11

THIS CONTRACT, made and entered into on the date of the last signature, by and between the Lemon Grove Sanitation District, California, herein after designated as the "District", and Charles Kings Company, hereinafter designated as the "Contractor".

WITNESSETH: that the parties hereto do mutually agree as follows:

1. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the District, the Contractor agrees with the District to furnish all materials and labor for the FY 2017-18 Sewer Capital Improvement Project: Rehabilitation (CONTRACT 2019-11) and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the plans and specifications therefore; to furnish at his own proper cost and expense all tools, equipment, labor and materials necessary therefore; and to do everything required by this agreement and the said plans and specifications.
2. For furnishing all said materials and labor, tools and equipment, and doing all the work contemplated and embraced in this Contract, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until its acceptance by the District 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, except such as in said specifications are expressly stipulated to be borne by the District and for well and faithfully completing the work and the whole thereof, in the manner shown and described in the said plans and specifications, the District will pay and the Contractor shall receive in full compensation therefore the sum of three hundred thirty-eight thousand two hundred ninety dollars and zero cents (\$338,290)
3. The District hereby promises and agrees to employ, and does hereby employ said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid and hereby conditions set forth in the specification; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.
4. The Notice Inviting Bids, Instructions To Bidders, Bid Forms, Agreement and Bond Forms, Construction Administration Forms, Completion of the Project Forms, General Requirements and General Conditions, Drawings, Plans and Specifications, Addenda, Allowances, and all amendments thereof, are hereby incorporated in and made part of this Contract.
5. The District, the District's representative, District Consultants and authorized volunteers shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work, or for injury or damage to any person or persons, either workers, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the work. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever arising out of or in connection with the performance of the work, provided, however, that the Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of the District, its representatives, employees, agents and authorized volunteers who are directly responsible to the District.

FY 2017-18 SEWER CAPITAL IMPROVEMENT PROJECT: REHABILITATION
 CONTRACT #2019-11

- a. Contractor shall indemnify the District, District Board, District officials, District employees, District representatives, and authorized volunteers against and will hold and save them and each of them harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with the work, operation or activities of Contractor, its agents, employees, subcontractors or invitees, provided for herein, whether or not there is concurrent passive or active negligence on the part of the District, District Board, District officials, District employees, District representatives, and authorized volunteers, but excluding such actions, claims, damages to persons or property penalties, obligations or liabilities arising from the sole established negligence, willful misconduct or active negligence of the District, District Board, District officials, District employees, District representatives, authorized volunteers, or those who are directly responsible to them; and in connection therewith:
- I) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection therewith.
 - II) Contractor will promptly pay any judgment rendered against Contractor, the District, District Board, District officials, District employees, District representatives, and authorized volunteers covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor hereunder and Contractor agrees to save and hold the District, District Board, District officials, District employees, District representatives, and authorized volunteers harmless there from.
 - III) In the event the District, District Board, District officials, District employees, District representatives, and authorized volunteers are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the Work, or operation or activities of Contractor hereunder, Contractor agrees to pay to the District, District Board, District officials, District employees, District representatives, and authorized volunteers any and all costs and expenses incurred by the District, District Board, District officials, District employees, District representatives, and authorized volunteers in such action or proceeding together with reasonable attorney's fees.
 - IV) The District may retain, to the extent it deems necessary, the money due to the Contractor under and by virtue of the Contract Documents until disposition has been made of such actions or claims for damages as specified herein above.
6. Claims, disputes and other matters in question between the parties to this Contract, arising out of or relating to this Contract or the breach thereof, may be decided by arbitration if both parties to this Contract consent in accordance with the rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Contract, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Contract except by written consent containing a specific reference to this Contract and signed by CONTRACTOR, DISTRICT, and any other person sought to be joined. (Any Consent to arbitration involving an additional person or persons shall not constitute consent of any dispute not described therein or with any person not named or described therein.) This agreement to arbitrate and any agreement to arbitrate with an additional person or persons

FY 2017-18 SEWER CAPITAL IMPROVEMENT PROJECT: REHABILITATION
CONTRACT #2019-11

duly consented to by the parties to this Contract shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration is to be filed in writing with the other party to this Contract and with the American Arbitration Association. The demand is to be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event is the demand for arbitration to be made after the date when institution of legal or equitable proceedings based on such claim; dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

7. The Contractor agrees to comply with all Local, State and Federal regulations and with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.
8. If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorney's fees.
9. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
10. In accordance with Government Code, Section 8546.7, records of both the District and the Contractor shall be subject to examination and audit for a period of three (3) years after final payment.

FY 2017-18 SEWER CAPITAL IMPROVEMENT PROJECT: REHABILITATION
CONTRACT #2019-11

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in three counterparts, each of which shall be deemed an original the day and year first above written.

CONTRACTOR:

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Federal ID Number: _____

DISTRICT:

By: _____

Title: District Manager, Lemon Grove Sanitation District

Date: _____

ATTEST:

By: _____

Title: District Clerk, Lemon Grove Sanitation District

(Notaries acknowledgement of execution by all PRINCIPALS OF CONTRACTOR shall be attached.)

FY 2017-18 SEWER CAPITAL IMPROVEMENT PROJECT: REHABILITATION
CONTRACT #2019-11

CORPORATE CERTIFICATE

I, _____, certify that I am the _____ of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Signed: _____

Title: _____

Corporate Seal: _____



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.E

Meeting Date: February 19, 2019

Submitted to: Honorable Mayor and Members of the City Council

Department: Finance

Staff Contact: Molly Brennan, Finance Manager

mbrennan@lemongrove.ca.gov

Item Title: 115 Trust Transfer

Recommended Action:

Authorize the transfer of \$89,440 from the General Fund FY17-18 surplus to the 115 Trust for investment towards future CalPERS obligations.

Summary:

Invests half of the fiscal year 2017-2018 General Fund surplus in the 115 Trust to generate additional interest and stabilize future spikes in unfunded accrued liability (UAL) payments to CalPERS.

Discussion:

The Annual Financial Report for fiscal year ended June 30, 2018 revealed that fiscal year 2017-2018 General Fund revenues surpassed General Fund expenditures by \$178,881. Following the adopted General Reserve Policy, half of the surplus, \$89,440, shall be kept in reserves. As discussed at the February 5, 2019 City Council meeting, staff recommends investing this portion of the reserves in the 115 Trust for future pension obligations.

By pre-funding part of the General Fund's unfunded accrued liability (UAL), additional interest may be generated and future increases in UAL payments can be stabilized. Since funds in the 115 Trust may only be spent on pension related expenses, the investment will also reduce the General Fund's overall net pension liability by creating a pension asset. The funds will be invested in the Moderately Conservative portfolio, in line with the Pension Rate Stabilization Program Investment & Funding Policy.

Environmental Review:

- Not subject to review Negative Declaration
 Categorical Exemption, Section | Mitigated Negative Declaration

Fiscal Impact:

The General Fund's fund balance will include the \$89,440 115 Trust investment, since the cash transferred remains an asset of the City. Additional interest earnings are anticipated.

Public Notification: None

Staff Recommendation: Authorize the transfer of \$89,440 from the General Fund FY17-18 surplus to the 115 Trust for investment towards future CalPERS obligations.



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.F

Meeting Date: February 19, 2019

Submitted to: Honorable Mayor and Members of the City Council

Department: City Manager's Office

Staff Contact: Patricia Bluman, Consultant, CityPlace Planning, Inc.

Item Title: Consideration of establishment of an on-call list and approval of agreements for environmental services consultants

Recommended Action: Adopt a Resolution establishing an on-call list of environmental services consultants to assist the City with environmental reviews required pursuant to the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA); and, place Dudek, Placeworks, and Summit Environmental Group on the on-call list for three years; and authorize the City Manager to execute agreements with Dudek, Placeworks, and Summit Environmental Group to provide on-call environmental services to the City on an as-needed basis and issue task orders for the needed services.

Summary:

The Planning and Zoning Division of the Development Services Department is responsible for the administration of the City's planning and environmental review activities, including advanced and current planning functions. Processing of current planning applications for privately-initiated development projects and preparation of the City-initiated advanced planning projects (such as updating the General Plan and the Zoning Ordinance) include environmental review and the preparation of documents required pursuant to CEQA. Additionally, the Engineering Department is responsible for implementation of the City's capital improvement projects, which may be subject to CEQA and/or NEPA. Both CEQA and NEPA have strict processes by which municipalities must assess environmental impacts of required projects. Municipalities can either conduct the reviews and prepare studies and reports in-house or allow that work to be performed by private environmental consulting firms.

The City currently undertakes the environmental review of projects in several ways. In certain instances City Staff in the Planning and Zoning Division prepare the required environmental documents (such as Initial Studies, Negative Declarations, and Mitigated Negative Declarations), while in other cases environmental services consultants are

retained. As allowed by State law, the cost for administering CEQA may be borne by the applicant, whether the work is conducted by Staff or a consultant.

Due to the increasing technical complexity required for environmental review, the litigious nature of the planning process, and the significant time required to conduct environmental reviews and prepare associated documents, the use of on-call consultants with technical expertise in environmental services is proposed. This is an established practice by many other jurisdictions.

Contracts for professional services, such as environmental services, must be procured under a fair and competitive selection process. Based on guidance in Government Code Section 4526, one methodology that has worked well in other jurisdictions is to establish an “on-call” list of qualified environmental consultants to assist the City in conducting required environmental review for projects.

The City issued a “Request for Qualifications” (RFQ) on November 8, 2018 for on-call CEQA consulting services, with a submittal deadline of December 13, 2018. (Staff notes that while most projects the City administers involve compliance with CEQA, services regarding NEPA compliance may be needed as well and are included.) The City received proposals from three firms—Dudek, Placeworks, and Summit Environmental Group. Staff reviewed the proposals and found each firm to meet the requested qualifications.

Discussion:

Establishment of an On-Call Consultant Environmental Services List

Staff proposes the establishment of an official list of qualified consultants who would be called upon to provide assistance with all types of environmental review, on an as-needed, project-by-project basis. The consultants also would be available to advise and assist staff with questions related to administration of environmental regulations. The services requested would function as an extension of City Staff on tasks related to environmental review under CEQA (and NEPA, as required). The selected firms would be maintained on the City’s official list for a three-year period.

Staff notes that establishment of an on-call list and approval of associated agreements does not preclude the City from obtaining consultant services through the formal Request for Proposals (RFP) process for specific project needs, specialty work, grant requirements, or other circumstances that the City deems appropriate.

Use of On-Call Consultant Environmental Services List

When the need for environmental services arises, the City will utilize the on-call consultant environmental services list depending on specific needs. For small projects and if Staff needs assistance conducting preliminary review of projects for CEQA purposes, such as making determinations of categorical exemptions, the services of one consultant may be called upon on a regular/recurring basis. When services for larger and/or more complicated projects are required, the City may utilize the list on a rotating basis or may send a request for services to more than one firm on the list. The firm(s) will

be asked to prepare a proposal that outlines the tasks necessary to be completed and costs based on established billing rates. The City Manager will be authorized to issue a task order for the selected service and/or proposal.

An advantage of this proposed process is that it is a more efficient use of time, since the consultants' qualifications have already been determined, all the terms and conditions of the contract are in place, and the consultants' insurance information is on record.

Environmental Review:

- Not subject to review Negative Declaration
 Categorical Exemption, Section 15061(b)(3) Mitigated Negative Declaration

Fiscal Impact:

Future services provided under these on-call contracts will be paid with development review fees paid by applicants, or, for City-initiated projects, by the funds budgeted by the City Council. Use of consultants to prepare required CEQA documentation will improve efficiency and effectiveness of Staff time and will free up Staff to work on cost-recoverable projects. No work will be performed in excess of budgeted authority.

Public Notification: None

Staff Recommendation:

Adopt a Resolution establishing an on-call list of environmental services consultants to assist the City with environmental reviews required pursuant to the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA); and, place Dudek, Placeworks, and Summit Environmental Group on the on-call list for three years; and authorize the City Manager to execute agreements with Dudek, Placeworks, and Summit Environmental Group to provide on-call environmental services to the City on an as-needed basis and issue task orders for the needed services.

Attachments:

Attachment 1 – Resolution

Attachment 2 – Dudek Agreement

- Exhibit A (Scope of Work)
- Exhibit B (Response to Request for Qualifications)

Attachment 3 – Placeworks Agreement

- Exhibit A (Scope of Work)
- Exhibit B (Response to Request for Qualifications)

Attachment 4 – Summit Environmental Group

- Exhibit A (Scope of Work)
- Exhibit B (Response to Request for Qualifications)

RESOLUTION NO. 2019-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA, ESTABLISHING AN ON-CALL LIST OF ENVIRONMENTAL SERVICES CONSULTANTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH DUDEK, PLACEWORKS, AND SUMMIT ENVIRONMENTAL GROUP TO PROVIDE ON-CALL ENVIRONMENTAL SERVICES TO ASSIST THE CITY WITH ENVIRONMENTAL REVIEWS REQUIRED PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) AND TO ISSUE TASK ORDERS FOR THE NEEDED SERVICE.

WHEREAS, the Development Services Department issued a Request for Qualifications (RFQ) on November 8, 2018 soliciting consultants to perform on-call environmental services; and

WHEREAS, the City received proposals from Dudek, Placeworks, and Summit Environmental Group by the submittal deadline of December 8, 2018; and

WHEREAS, Staff reviewed the proposals and found each firm to meet the requested qualifications, including depth of experience, qualifications of key personnel, and competitive hourly rates;

WHEREAS, the City establishes an official list of qualified on-call environmental consultants who will be called upon to provide assistance with environmental review on an as-needed, project-by-project basis, and who will be available to advise and assist staff with questions related to environmental regulations; and

WHEREAS, the selected firms will be maintained on the City's official list for a three-year period, at which time the City may refresh the list by issuing another RFQ; and

WHEREAS, the firms of Dudek, Placeworks, and Summit Environmental Group are placed on the City's official list of qualified on-call environmental consultants for a period of three years; and

WHEREAS, establishment of the on-call list and approval of associated agreements does not preclude the City from obtaining consultant services through the formal Request for Proposals (RFP) process for specific project needs, specialty work, grant requirements, or other circumstances that the City deems appropriate.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California, hereby resolves as follows:

1. The City Manager is authorized to execute agreements with Dudek, Placeworks, and Summit Environmental Group for on-call environmental services in substantially the form presented to the City Council.
2. The City Manager is authorized to execute task orders for work under the on-call environmental services agreements.

PASSED AND ADOPTED on February 19, 2019, the City Council of the City of Lemon Grove, California, adopted Resolution No. 2019-_____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Shelley Chapel, MMC, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney

**AGREEMENT
BY AND BETWEEN
THE CITY OF LEMON GROVE
AND
DUDEK**

THIS AGREEMENT is entered into this [DAY] of [MONTH] 2019, by and between the CITY OF LEMON GROVE, a municipal corporation (the "CITY"), and DUDEK an Environmental Impact Assessment and Project Management services provider (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY desires to employ a CONTRACTOR to provide On-Call CEQA Consulting Services.

WHEREAS, the CITY has determined that the CONTRACTOR is a Environmental Impact Assessment and Project Management services provider and is qualified by experience and ability to perform the services as an on-call basis desired by the CITY, and the CONTRACTOR is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONTRACTOR.** The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services hereinafter set forth in accordance with all terms and conditions contained herein.

The CONTRACTOR represents that all services required hereunder will be performed directly by the CONTRACTOR or under direct supervision of the CONTRACTOR.

2. **SCOPE OF SERVICES.** The CONTRACTOR will perform services as set forth in the attached Exhibit "A" and in accordance with the attached Exhibit "B."

The CONTRACTOR shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONTRACTOR shall appear at meetings cited in Exhibit "A" to keep staff and City Council advised of the progress on the project.

The CITY may unilaterally, or upon request from the CONTRACTOR, from time to time reduce or increase the Scope of Services to be performed by the CONTRACTOR under this Agreement. Upon doing so, the CITY and the CONTRACTOR agree to meet in good faith and confer for the purpose of negotiating a

corresponding reduction or increase in the compensation associated with said change in services, not to exceed the total amount of thirty thousand dollars (\$30,000).

3. **PROJECT COORDINATION AND SUPERVISION.**

The City Manager, Lydia Romero, hereby is designated as the Project Manager for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR.

4. **COMPENSATION AND PAYMENT.** The compensation for the CONTRACTOR shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed two thousand five hundred (\$2,500) (the Base amount) without prior written authorization from the City Manager. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A" as determined by the CITY.

The CONTRACTOR shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY and for furnishing of copies to the CITY, if requested.

5. **LENGTH OF AGREEMENT.** This Agreement will This Agreement will end March, 01, 2022, with the option to extend for an additional twelve (12) months until March 01, 2023.

6. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR for this Project, whether paper or electronic, shall become the property of the CITY for use with respect to this Project, and shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONTRACTOR hereby assigns to the CITY and CONTRACTOR thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this agreement, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONTRACTOR shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONTRACTOR agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium or method utilize the

CONTRACTOR's written work product for the CITY's purposes, and the CONTRACTOR expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings or specifications prepared by the CONTRACTOR shall relieve the CONTRACTOR from liability under Section 14 but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of this project, unless otherwise mutually agreed.

7. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint venturers with one another. Neither the CONTRACTOR nor the CONTRACTOR'S employees are employees of the CITY and are not entitled to any of the rights, benefits, or privileges of the CITY's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONTRACTOR and the CONTRACTOR's employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONTRACTOR and its employees. Neither this Agreement nor any interest herein may be assigned by the CONTRACTOR without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONTRACTOR from employing or hiring as many employees, or subcontractors, as the CONTRACTOR may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONTRACTOR with its subcontractor(s) shall require the subcontractor to adhere to the applicable terms of this Agreement.

8. **CONTROL.** Neither the CITY nor its officers, agents or employees shall have any control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees except as herein set forth, and the CONTRACTOR expressly agrees not to represent that the CONTRACTOR or the CONTRACTOR's agents, servants, or employees are in any manner agents, servants or employees of the CITY, it being understood that the CONTRACTOR, its agents, servants, and employees are as to the CITY wholly independent contractors and that the CONTRACTOR's obligations to the CITY are solely such as are prescribed by this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAW.** The CONTRACTOR, in the performance of the services to be provided herein, shall comply with all applicable State and Federal statutes and regulations, and all applicable ordinances, rules and regulations of the CITY OF LEMON GROVE, whether now in force or subsequently enacted. The CONTRACTOR, and each of its subcontractors, shall obtain and maintain a current CITY OF LEMON GROVE business license prior to and during performance of any work pursuant to this Agreement.

10. **LICENSES, PERMITS, ETC.** The CONTRACTOR represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONTRACTOR represents and covenants that the CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONTRACTOR to practice its profession.

11. **STANDARD OF CARE.**

A. The CONTRACTOR, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONTRACTOR'S trade or profession currently practicing under similar conditions and in similar locations. The CONTRACTOR shall take all special precautions necessary to protect the CONTRACTOR's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this agreement, the CONTRACTOR warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONTRACTOR's professional performance or the furnishing of materials or services relating thereto.

C. The CONTRACTOR is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONTRACTOR has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONTRACTOR has notified the CITY otherwise, the CONTRACTOR warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONTRACTOR to use due diligence under this sub-paragraph will render the CONTRACTOR liable to the CITY for any increased costs that result from the CITY's later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

12. **NON-DISCRIMINATION PROVISIONS.** The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONTRACTOR will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

13. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONTRACTOR certain confidential information to enable the CONTRACTOR to effectively perform the services to be provided herein. The CONTRACTOR shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONTRACTOR shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 13, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONTRACTOR, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONTRACTOR without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONTRACTOR by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONTRACTOR shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONTRACTOR shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONTRACTOR shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

14. **INDEMNIFICATION AND HOLD HARMLESS.** The CONTRACTOR agrees to defend, indemnify, and hold harmless the CITY OF LEMON GROVE, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONTRACTOR's negligent performance of this Agreement.

15. **WORKERS' COMPENSATION.** The CONTRACTOR shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar state or Federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, and employees from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONTRACTOR under this Agreement.

16. **INSURANCE.** The CONTRACTOR, at its sole cost and expense, shall purchase and maintain, and shall require its subcontractors, when applicable, to

purchase and maintain throughout the term of this agreement, the following insurance policies:

A. If checked, Professional Liability Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. Automobile insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include non-owned vehicles.

C. Comprehensive general liability insurance, with minimum limits of \$1,000,000 combined single limit per occurrence, covering all bodily injury and property damage arising out of its operation under this Agreement.

D. Workers' compensation insurance covering all of CONTRACTOR's employees.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY of cancellation or material change.

F. Said policies, except for the professional liability and worker's compensation policies, shall name the CITY and its officers, agents and employees as additional insureds.

G. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONTRACTOR shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement.

H. Any aggregate insurance limits must apply solely to this Agreement.

I. Insurance shall be written with only California admitted companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the CITY.

J. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY. If the CONTRACTOR does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

17. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or

suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

18. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation shall be settled by arbitration in San Diego, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

19. **TERMINATION.** A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONTRACTOR. During said 60-day period the CONTRACTOR shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONTRACTOR in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONTRACTOR as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONTRACTOR's breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 6.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONTRACTOR; (2) a reorganization of the CONTRACTOR for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONTRACTOR.

20. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To the CITY: LYDIA ROMERO, CITY MANAGER
CITY OF LEMON GROVE
3232 Main Street
Lemon Grove, CA 91945-1701

To the CONTRACTOR: DUDEK
605 Third Street
Encintas, CA 92024

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

21. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONTRACTOR shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY OF LEMON GROVE. The CONTRACTOR also agrees not to specify any product, treatment, process or material for the project in which the CONTRACTOR has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONTRACTOR shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONTRACTOR has a financial interest as defined in Government Code Section 87103. The CONTRACTOR represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

If checked, the CONTRACTOR shall comply with all of the reporting requirements of the Political Reform Act and the City of Lemon Grove Conflict of Interest Code. Specifically, the CONTRACTOR shall file a Statement of Economic Interests with the City Clerk of the CITY OF LEMON GROVE in a timely manner on forms which the CONTRACTOR shall obtain from the City Clerk.

The CONTRACTOR shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Paragraph 21 by the CONTRACTOR.

22. MISCELLANEOUS PROVISIONS.

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

J. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

K. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the

drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

L. *Subcontractors.* CONTRACTOR shall not award work to any subcontractor(s) not listed in Exhibit "B" without prior written approval from the CITY. The CONTRACTOR shall be fully responsible to the CITY for the performance of its subcontractors, and of person either directly or indirectly employed by them.

M. *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 have executed this Agreement on the date and year first above written.

CITY OF LEMON GROVE

DUDEK

By: _____
Lydia Romero
City Manager

By: _____
Asha Bleier
Project Manager

By: _____
Joseph Monaco
President

APPROVED AS TO FORM:

By: _____
Kristen Steinke
City Attorney

EXHIBIT “A”
Scope of Services
for On-Call CEQA Consulting Services

I. INTRODUCTION

The City of Lemon Grove (“the City”) requires the services on-call CEQA (California Environmental Quality Act) consulting firms (“Consultants”) to assist in the preparation of environmental documents for future land use and development projects as necessary, in compliance with CEQA. The City has established an On-Call CEQA Consulting Services List (“the List”) for this purpose.

II. SCOPE OF SERVICES

It is expected that the majority of services conducted by the Consultants on the List will pertain to the City’s implementation of CEQA for current planning projects on an as-needed basis, including, but not limited to, the following:

- 1) Conduct preliminary review of projects for CEQA purposes, including making determinations of categorical exemptions.
- 2) Prepare CEQA documents for the City, including, but not limited to:
 - a) Initial Studies;
 - b) Negative Declarations;
 - c) Mitigated Negative Declarations;
 - d) Environmental Impact Reports (EIRs) and Addendums to EIRs;
 - e) Mitigation Monitoring and Reporting Programs;
 - f) Technical Studies (may include but are not limited to noise, biological, air quality, GHG, traffic/transportation, water quality/supply, and stormwater/wastewater control/management studies, and cultural and historical evaluations);
 - g) Notices of Intent/Preparation/Determination/Exemption.
- 3) Incorporate any public or agency comments regarding the potential impacts on the natural and built environments, and analyze ways in which any significant effects/impacts of the project might be avoided or mitigated, as required by CEQA.
- 4) Prepare/conduct required consultations (e.g., the Native American Heritage Commission).
- 5) Advise and assist City Staff with questions related to the projects assigned.

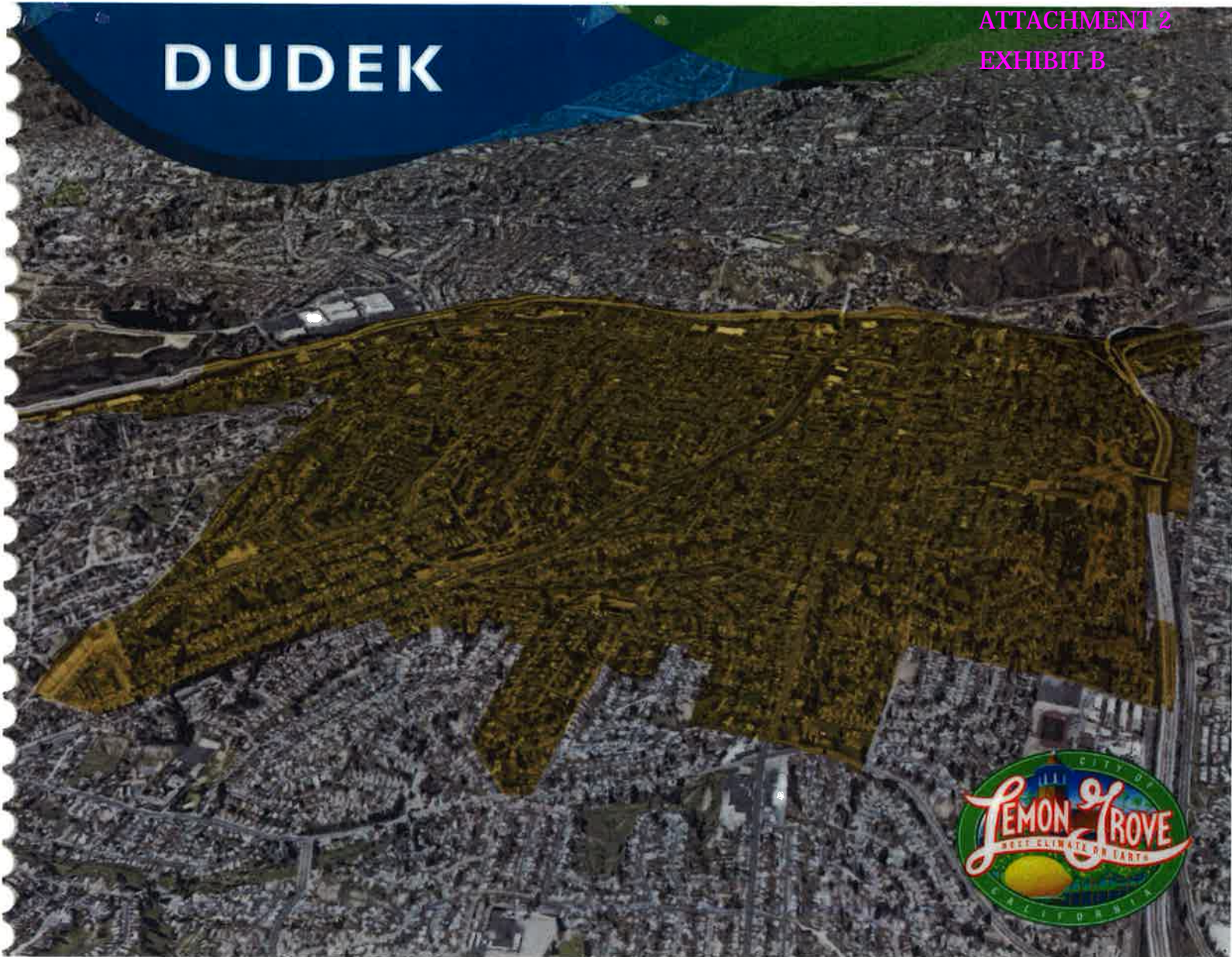
- 6) Attend meetings with City Staff and applicants, scoping meetings, and public hearings; opportunities for teleconferencing will be provided when possible.
- 7) May be requested to provide filing services with the San Diego County Clerk and/or the State Clearinghouse.
- 8) May be requested to provide services in accordance with implementation of National Environmental Policy Act (NEPA).

III. USE OF THE ON-CALL CONSULTING SERVICES LIST

- 1) The City reserves the right to utilize the List depending on its specific needs. For small projects and/or when/if the City has general questions or needs assistance conducting preliminary review of projects for CEQA purposes, including making determinations of categorical exemptions, the services of one or more Consultants may be called upon on a regular/recurring basis.
- 2) When services for larger and/or more complicated projects are required, the City may utilize the list on a rotating basis or may send a request for services to more than one Consultant on the list and select from the responses received.
- 3) At such time when a Consultant's services are required, the City may forward a request for services, including a project description, any pertinent supporting information and technical studies, and copies of the proposed application (if available). The Consultant may be requested to provide additional services such as the preparation of supporting technical reports and studies for the project application or a peer review of applicant-submitted materials. The Consultant will evaluate the proposal and in turn provide a scope of work and cost estimate for services.
- 4) Upon issuance of a notice to proceed, the City will provide the selected Consultant with the documentation necessary to complete the work. Supporting documents such as site plans, traffic studies, or other technical reports may be provided to the Consultant in either print or electronic form. The Consultant will work with the City and project applicants to gather the necessary information to ensure the final product adequately analyzes project impacts.

DUDEK

ATTACHMENT 2
EXHIBIT B



CEQA On-Call Consulting Services

PREPARED FOR
City of Lemon Grove

December 13, 2018

Cover Letter

December 13, 2018

Patricia Bluman, Planning and Zoning Division
City of Lemon Grove
3232 Main Street
Lemon Grove, California 91945

Subject: CEQA On-Call Consulting Services

Dear Ms. Bluman,

Providing the City of Lemon Grove (City) with successful environmental consulting services requires an understanding of local regulatory compliance and resource issues—an understanding used thoughtfully and precisely to balance concurrent environmental analyses and project reviews. As an on-call consultant, we bring this level of understanding and offer the City the following strengths:

Understanding of the Scope of Work. Using our deep bench of in-house environmental professionals and technical experts, and based on our years of experience working with other agencies through on-call environmental consulting contracts, we have a keen understanding of the potential tasks, deliverables, and expectations that are associated with on-call contracts.

On-Call Experts with Local Experience. We specialize in providing on-call environmental and planning services to California municipalities. Locally, we hold on-call contracts with the cities of La Mesa, San Diego, Port of San Diego, and the County of San Diego (County). We will work seamlessly with City staff to process all sizes and types of projects. We highly value our on-call contracts and the relationships we build through this work. We look forward to the opportunity to work as an extension of staff for the City.

Local, Responsive Project Management. Locally based Dudek project managers have prepared numerous California Environmental Quality Act (CEQA) documents for both municipal and private projects in the County. Asha Bleier, AICP, LEED AP BD+C, will serve as project manager and the City's main point of contact. She will provide highly responsive, efficient, high quality environmental services to the City. As a San Diego native and long-standing board member of the American Planning Association, Ms. Bleier is well versed and active in the local planning environment. She has a keen understanding of the regulatory environment, and is able to mobilize Dudek's range of resources at a moment's notice. She is well versed in all areas of CEQA and will be supported by Carey Fernandes, who will serve as principal in charge. Ms. Fernandes has 22 years' experience preparing environmental documentation for land use planning and infrastructure projects for public and private clients. Ms. Fernandes has prepared specific plans, ordinances, and CEQA documentation for cities and public clients throughout Southern California, including the City and nearby La Mesa. Their experience and local knowledge will lead to the preparation of environmental and planning documents that meet City standards and expectations.

Recognized CEQA Experts. Dudek has successfully completed more than 2,800 CEQA, National Environmental Policy Act (NEPA), and state and federal environmental regulation documents for projects throughout California. We will leverage our in-house technical experts to produce the required technical reports to save the City time and money.

Diverse Technical Specialties. As a medium-sized firm, Dudek is small enough for project managers to make nimble decisions, quickly draw from our pool of technical resources, and stay engaged with you from start to finish. We are also large enough that our diverse staff can tackle a spectrum of environmental and planning challenges. Team leaders can quickly mobilize the right technical experts for a project. A deep bench of professionals is available for this contract, and our analysts conduct research and other tasks supervised by senior staff, providing a cost-effective approach while maintaining high quality products.

We look forward to continuing our successful working relationship with the City. If you have any questions, please contact me at 760.479.4858 or ableier@dudek.com.

Sincerely,



Asha Bleier
Project Manager



Joseph Monaco
President

Joseph Monaco is authorized to sign on behalf of Dudek.

Table of Contents

SECTIONS

Cover Letter.....	i
Table of Contents	iii
Key Personnel.....	1
Methodology	9
Experience.....	15
Fee Schedule	19
Agreement Review	21
Insurance Requirements	23

TABLES

1	Location of Dudek Offices.....	2
2	Dudek Key Personnel Qualifications.....	5
3	Southern California Environmental and Technical Services Contracts.....	15
4	Grant Funding Awards.....	16
5	Client References	17
6	Insurance Coverage.....	23

FIGURES

1	Proposed Team Organization	3
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Key Personnel

Dudek Overview

Dudek assists municipalities on a broad range of projects that improve California's communities, infrastructure, and the natural environment. From planning, design, and permitting through construction, we move projects through the complexities of regulatory compliance, budgetary and schedule constraints, and conflicting stakeholder interests. We have a long history of providing environmental services to municipalities in the County, and know the local environmental resources and agency policies pertaining to resource management, development impact assessment, and mitigation.

With more than 170 successful on-call Southern California municipal contracts, Dudek has built a reputation for providing exemplary supplementary environmental, planning, regulatory, engineering, construction management, operations, and funding expertise, offering municipalities a cost-effective way to accomplish short- and long-term goals. Dudek's project managers are empowered to make nimble decisions and quickly draw from our pool of technical experts, including:

- CEQA/NEPA specialists
- American Institute of Certified Planners (AICP) certified land use planners
- California Department of Fish and Wildlife- and U.S. Fish and Wildlife-certified biologists
- Registered professional archaeologists
- Registered landscape architects
- Certified arborists and foresters
- Noise and air quality specialists
- Certified geographic information system (GIS) professionals
- Certified hydrogeologists
- Licensed geologists
- Licensed professional engineers
- Licensed contractors

We will expand the City's ability to tackle more projects with our skilled staff, and will expedite complex project processing by leveraging our long-standing relationships with regulatory agencies. We will integrate into your team in the most seamless and productive way possible, mobilizing specialized technical professionals quickly to meet City project needs.

Current Work with the City

Dudek was awarded the contract for environmental consulting services to support the City's General Plan Update. While this work has not yet kicked off, Dudek has worked with the City over the past year to successfully obtain San Diego Association of Governments (SANDAG) grant funding to aid preparation of the General Plan Update Program Environmental Impact Report (EIR). The Dudek team supported City staff from start to finish in preparation of the application materials for the TransNet Smart Growth Incentive Program. The Dudek team held weekly calls with City staff to strategize and define key discriminators to win the grant, assembled the application package, provided interview materials and support, and attended the SANDAG interview with City staff to facilitate the win.

Dudek at a Glance

- *Multidisciplinary environmental and engineering services*
- *Ten California offices*
- *38 years in business; employee-owned*
- *400+ employees*
- *Top 140 U.S. Environmental Firms (Engineering News-Record)*
- *Dun & Bradstreet 92% rating for reliability, timeliness, and responsiveness*
- *More than 170 on-call contracts throughout California*

Dudek Locations

Dudek maintains 10 offices throughout California, as shown in **Table 1**. This project will be managed from Dudek’s main office, located in Encinitas, enabling us to respond quickly to requests and effectively manage project schedules. Dudek’s Encinitas office is approximately a 30-minute drive from the City.

Table 1. Location of Dudek Offices

San Diego – Main Office 605 Third Street Encinitas, California 92024	Central Coast 621 Chapala Street Santa Barbara, California 93101	Coachella Valley 78-075 Main Street, Suite G-203 La Quinta, California 92253
Inland Empire 3544 University Avenue Riverside, California 92501	Los Angeles 38 North Marengo Avenue Pasadena, California 91101	Orange County 27372 Calle Arroyo San Juan Capistrano, California 92675
Sacramento 1102 R Street Sacramento, California 95811	Santa Cruz 725 Front Street, Suite 400 Santa Cruz, California 95060	Sierra Foothills 853 Lincoln Way, Suite 208 Auburn, California 95603
Bay Area 1630 San Pablo Avenue Oakland, California 94612	Hawai’i 970 North Kalaheo Avenue Kailua, O’ahu Hawai’i 96734	Pacific Northwest 1 SW Columbia Street, Suite 1500 1500 Portland, Oregon 97258

Staffing

The Dudek team specifically chosen for this contract has the availability and capacity to provide services on upcoming City projects. We have included a wide range of team members with different specialties to accommodate the specifics of any impending project.

The Dudek team presented in this proposal is fully committed and available for this contract. With current workloads ranging from 50% to 80%, our selected team will promptly proceed with any new City task order. Team members can commit substantial effort (up to 100%) to the task when it is necessary for the success of a project.

Dudek personnel will be committed to the proposed project and no substitution of team members will be made without prior approval from the City.

Project Team

Organization

Figure 1 depicts the proposed team organization.

Figure 1. Proposed Team Organization



Project Management

Summary biographies for Ms. Fernandes and Ms. Bleier, who will manage the team, are included following. Brief qualifications for each key staff member follow in **Table 2**.

Principal in Charge

Carey Fernandes

Carey Fernandes is a senior project manager with 22 years' planning-related experience specializing in the planning, environmental, and development industries. Ms. Fernandes' diverse background of education and experience includes permit processing with local jurisdictions, coordination with public agency staff, preparation of CEQA and NEPA documents, project management, due diligence, and feasibility analysis. As a senior project manager, she has worked on a number of planning documents, such as specific plans, comprehensive plans, and general plan updates. In addition, Ms. Fernandes has served as on-call planning staff for several public agencies. She has also served as project manager and primary author of many environmental review documents throughout San Diego and Imperial counties. Ms. Fernandes also works with several Native American tribes in the western United States in the preparation of tribal environmental documents. Through this experience, she has developed a broad understanding of policy, planning, and environmental issues.

Education

San Diego State University
MA, Public Administration, 1998
University of California (UC),
Santa Barbara
BA, English, 1993

Certification

AICP No. 016067

Professional Affiliations

American Planning Association
(APA), Board of Directors, 2005–
Present
Association of Environmental
Professionals
Lambda Alpha International

Project Manager

Asha Bleier

Asha Bleier is a senior project manager with 14 years' experience in land use and environmental planning. Ms. Bleier's diverse experience includes navigating complicated zoning codes, permitting processes, and entitlements in various jurisdictions throughout Southern California. She specializes in the preparation and analysis of long-range planning documents, such as general plan and community plan updates, specific plans, master plans and design guidelines. Ms. Bleier is well versed in CEQA and NEPA, including facilitating community outreach workshops and events to effectively address participants' concerns. She manages a wide variety of projects that involve large, multidisciplinary teams consisting of several teaming partners. Ms. Bleier's project experience includes master-planned residential communities, mixed-use, commercial, active recreation, utility-scale solar farms, school campuses, and public service facilities. She is the professional development officer for the San Diego section of the APA and is also a member of San Diego's Complete Street Task Force, as well as co-author of the white paper, "From Policy to Pavement: Implementing Complete Streets in the San Diego Region," published in Spring 2012. The white paper equips local governments with a roadmap to successfully implement complete streets and, in turn, achieve an interconnected multimodal network throughout the region. Ms. Bleier's expertise also led her to serve as a panelist on Move San Diego's Move Alliance, which endorses early-stage development projects in the San Diego region that demonstrate a commitment to transit-oriented development and smart growth principles.

Education

UC Santa Barbara
BA, Environmental Studies
(Geography/Urban Planning
emphasis), 2005

Certifications

AICP
AIA Associate, No. 30528635
Leadership in Energy and
Environmental Design Accredited
Professional Building Design and
Construction (LEED AP BD+C)
Professional Affiliations
APA
American Institute of Architects
U.S. Green Building Council
Women in Architecture

Table 2. Dudek Key Personnel Qualifications

Name and Role	Education and Licenses	Qualifications
<p>Carey Fernandes, AICP Principal in Charge</p>	<p>San Diego State University MA, Public Administration, UC Santa Barbara BA, English AICP, No. 016067</p>	<p>Senior project manager with 22 years' experience specializing in the planning, environmental, and development industries. Her diverse background includes permit processing with local jurisdictions, coordination with public agency staff, preparation of CEQA and NEPA documents, project management, due diligence, and feasibility analysis. She has worked on a number of planning documents, such as specific plans, comprehensive plans, and general plan updates and has served as on-call planning staff for several public agencies.</p>
<p>Asha Bleier, AICP, LEED AP BD+C Program Manager</p>	<p>UC Santa Barbara BA, Environmental Studies (Geography/Urban Planning emphasis) AICP LEED AP BD+C</p>	<p>Senior project manager with 14 years' experience in land use and environmental planning. Her diverse experience includes complicated zoning codes, permitting processes, and entitlements in various jurisdictions, as well as preparation and analysis of long-range planning documents. Facilitates community outreach workshops to address shareholder concerns.</p>
<p>Gaurav Srivastava Urban Design</p>	<p>Massachusetts Institute of Technology MCP, City Planning School of Planning and Architecture, Delhi BArch, Architecture AICP</p>	<p>City planner with 16 years' experience. Mr. Srivastava leads Dudek's city planning practice and has authored plans that range from grassroots neighborhood visions to comprehensive downtown redevelopments.</p>
<p>Rose Kelly, AICP CEQA Analyst</p>	<p>California Polytechnic State University, San Luis Obispo MCRP, City and Regional Planning, Environmental Planning and Sustainability Humboldt State University BS, Environmental Management and Protection/Natural Resources Planning AICP</p>	<p>Planner with 5 years' professional and academic experience specializing in master plans, long-range environmental analysis, and climate change adaptation. Ms. Kelly has worked for a wide variety of clients across California, both authoring and implementing sustainability and resilience policy through the general plan update process, specific plan implementation, and CEQA review.</p>
<p>Andrew Talbert, AICP, LEED AP CEQA Analyst</p>	<p>BA, Environmental Systems Policy AICP, LEED Accredited Professional Building Design and Construction</p>	<p>Environmental analyst/planner with 5 years' experience in environmental analysis and the application of CEQA and NEPA through the preparation of environmental documentation. Mr. Talbert has served as primary author and project manager for numerous projects throughout San Diego County and Southern California.</p>
<p>Shannon Baer CEQA Analyst</p>	<p>Sonoma State University BA, Environmental Studies and Planning/Urban and Regional Planning</p>	<p>Planning assistant with 3 years' experience in environmental planning including CEQA document preparation, preparing planning documents, and environmental permitting.</p>

Table 2. Dudek Key Personnel Qualifications

Name and Role	Education and Licenses	Qualifications
<p>Micah Hale, PhD, RPA Cultural Resources</p>	<p>University of California, Davis PhD, Anthropology California State University, Sacramento MA, Anthropology University of California, Davis BS, Anthropology Certifications Register of Professional Archaeologists (RPA)</p>	<p>Cultural resources lead principal investigator, with technical expertise as a lithic and groundstone analyst, invertebrate analyst, and in ground penetrating radar. Over the course of his 19-year career, Dr. Hale has served as a principal investigator in the public and private sector for all levels of archaeological investigation, as a public outreach coordinator and as an assistant professor at the University of California, Davis.</p>
<p>Samantha Murray, MA Historical Resources/Built Environment</p>	<p>California State University, Los Angeles MA, Forensic Anthropology California State University, Northridge BA, Anthropology</p>	<p>Archaeologist and architectural historian with 13 years' experience in all elements of cultural resources management, including project management; Phase I, II, and III field investigations, architectural history studies, building evaluations, archival and records research using the California Historical Resources Information System, Native American consultation, local historic group consultation, archaeological and osteological laboratory analysis, and artifact cataloging and curation.</p>
<p>Adam Giacinto, RPA Ethnographer</p>	<p>San Diego State University MA, Anthropology Santa Rosa Junior College AA, Anthropology Sonoma State University BA, Anthropology/Linguistics</p>	<p>Archaeologist with more than 10 years' experience preparing cultural resource reports, site records, and managing archaeological survey, evaluation, and data recovery-level investigations.</p>
<p>Scott Gressard Biological Resources</p>	<p>University of California, San Diego MS, Biology BS, Ecology, Behavior and Evolution</p>	<p>Biologist and ecologist with over 5 years' experience, specializing in identification of California native and invasive species, nesting bird surveys, permit acquisition, permit compliance, and project management.</p>
<p>Michael Huff Urban Forestry and Fire Hazards</p>	<p>Northern Arizona University BS, Forest Management, 1992 Registered Consulting Arborist (RCA) Certified Arborist, No. WE- 4276A San Diego County Department of Planning and Land Use (DPLU)-Approved Fire Protection Planner Laguna Beach Fire Department-Approved Fire Protection Planner Certified Wildland Fire Ecologist</p>	<p>Senior project manager within Dudek's Urban Forestry/Fire Protection Planning team with 26 years' experience in management of community-wide and project-specific fire protection plans (FPPs), wildland-urban interface (WUI) fire management plans, wildfire hazard reduction projects, CEQA supporting technical documents, Oak Woodland impact and mitigation plans, urban and community forest management plans, forest and tree inventories, impact analysis studies, and tree hazard evaluations.</p>

Table 2. Dudek Key Personnel Qualifications

Name and Role	Education and Licenses	Qualifications
Glenna McMahon, PE, PG, CEM Hazardous Materials	University of Vermont BS, Civil and Environmental Engineering Professional Engineer (PE), CA No. 79742 Certified Environmental Manager (CEM), NV No. 1974 OSHA 40-Hour HAZWOPER OSHA Site Supervisor	Environmental engineer with 21 years' experience. Performs numerous tasks dealing with hazardous waste investigation and remediation projects.
Trey Driscoll, PG, CHG, QSD/QSP Hydrology/Geology	Hobart and William Smith Colleges BS, Geoscience and Environmental Studies Professional Geologist (PG), CA No. 8511 Certified Hydrogeologist (CHG), CA No. 936 Qualified SWPPP Developer/Practitioner (QSD/QSP), No. 20167	Principal hydrogeologist with 17 years' experience overseeing and managing projects in the environmental field. Mr. Driscoll specializes in water resource studies, watershed evaluations, environmental investigations, water well locating and drilling, and well design.
Samantha Wang Air Quality/GHG	University of California, San Diego BS, Chemical Engineering Visual Emissions Evaluation- Certified, California Air Resources Board 24-Hour New Miner Training Certificate, Mine Safety and Health Administration	Air quality specialist with 8 years' experience in air quality, GHG, and energy impact analysis of projects subject to compliance with CEQA and NEPA, including preparation of air quality and GHG emission calculations, air dispersion impact modeling, HRAs, and environmental compliance and air quality permitting.
Mike Greene, INCE Bd. Cert. Noise	UC San Diego BS, Applied Mechanics Board Certified, Institute of Noise Control Engineering (INCE Bd. Cert.)	Environmental specialist/acoustician with 28 years' experience in acoustical analysis and noise control engineering. Has conducted and participated in noise and vibration analyses for hundreds of transportation, commercial, industrial, and residential developments throughout Southern California.
Dennis Pascua, Traffic and Circulation	UC Irvine BA, Social Ecology (Environmental Analysis and Design)	Senior transportation planner with 25 years' experience in transportation planning/engineering in Southern California. Mr. Pascua has successfully managed a variety of projects for local agencies and private developers, including traffic and circulation impact analyses and parking demand studies in both highly urbanized and rural areas. He is highly experienced with CEQA/NEPA and transportation topics and policies surrounding active transportation, context-sensitive solutions, and complete streets throughout California.

Table 2. Dudek Key Personnel Qualifications

Name and Role	Education and Licenses	Qualifications
Jane Gray Grant Writing	Universität Dortmund, Germany MS, Regional Planning and Management State University of New York, Buffalo BS, Social Work	Regional planner, environmental specialist, and project manager with 23 years' project management and environmental planning experience, specializing in water/wastewater planning and permitting, agricultural resource and policy planning, policy analysis, land use planning, project development and entitlement services, and grant writing and management.
Zoë Carlson Grant Writing	UC Santa Barbara MA, Environmental Science and Management California State University, Monterey Bay BS, Earth Systems Science and Policy (Watershed Science Concentration)	Environmental specialist/planner with 12 years' experience specializing in watershed management, science, strategic planning, facilitation and grant management.
Raoul Rañoa Graphic Design	California Polytechnic State University, Pomona BA, Communications	Senior graphic designer with 21 years' experience in print and Web graphics production, including prepress, vector and 3D illustration, social media and environmental asset creation, video, and motion graphics using software such as Adobe Creative Suite, Strata 3D, Pro Tools, Cinema 4D, QGIS, Google Earth. He excels in breaking down complex data and processes into simple, easy-to-understand visual presentations.

Methodology

CEQA Review

Dudek has prepared more than 2,800 environmental documents in compliance with CEQA and NEPA for large and small projects throughout California, in addition to managing the environmental review process for many local agencies on a contractual basis. Completed documents include EIRs, mitigated negative declarations (MNDs), negative declarations (NDs), initial studies (ISs), and categorical or statutory exemptions, per CEQA; and environmental impact statements, environmental assessments, categorical exclusions, and findings of no significant impact, per NEPA.

Our team of scientists, planners, landscape architects, economists, and engineers have reviewed hundreds of technical reports to certify the analyses in CEQA/NEPA documents are technically accurate and legally sound. Dudek prepares complete and legally defensible environmental review documents supported by substantial evidence; we have never had a CEQA/NEPA document successfully challenged in court.

The Dudek team has participated in all aspects of the environmental review process, including preparing and managing the notice of preparation (NOP) scoping process; conducting third-party review of technical studies/plans; conducting site investigations; preparing all environmental document drafts and associated technical studies; cataloging and managing the response-to-comments process; handling/facilitating all aspects of public participation; preparing and processing all components of the final CEQA or NEPA document; presenting and testifying at planning commission and city council public hearings; filing all applicable notices with the appropriate authorities; and complying with agency regulations.

Services Overview

- *Multidisciplinary environmental and engineering services*
- *Notices of Preparation*
- *Notices of Intent*
- *Technical Studies and Data Collection*
- *Environmental Assessments/Initial Studies*
- *Mitigated Negative Declarations*
- *EIRs/Environmental Impact Statements*
- *Mitigation Monitoring Programs*
- *Regulatory Agency Coordination*
- *Public Outreach Coordination*
- *Public Hearing Participation*

Environmental Technical Studies

Dudek understands that technical studies may include noise, biological, air quality, greenhouse gases, traffic/transportation, water quality/supply, stormwater/wastewater control/management, studies, and cultural and historical evaluations. We have assembled a full team that can assist you in any individual needs or comprehensive analysis as part of an overall environmental document.

Noise

Dudek's acousticians evaluate potential noise impacts associated with project construction and operation. Our acousticians are experienced at providing site-specific noise assessments, which can offer wall heights, setback distances, and other measurements. We can also provide planning-level noise studies or noise elements, setting forth policies and protocols for noise considerations. Project- and location-appropriate noise prediction models help assess impacts and, more importantly, mitigation measures needed to address noise.

Biological Resources

The Dudek team has the professional staff and capabilities to provide a full range of biological services. Our biologists are qualified to support the City by conducting general and focused biological surveys; preparing constraints analyses, preconstruction clearance surveys, and biological monitoring; as well as drafting biological assessments in support of CEQA/NEPA documents, including impact analyses, impact significance assessments, and appropriate compensatory mitigation measures.

Dudek's team of more than 70 biologists have significant scientific training and project experience in the fields of botany, mammalogy, herpetology, entomology, ornithology, environmental biology, riparian and wetland ecology, spatial analysis, urban forestry, regulatory permitting, watershed management, and habitat conservation planning. Dudek's in-house biologists have state and federal permits that allow for surveying, banding, and trapping of federally and state-listed threatened or endangered species. Dudek staff are trained on the specific requirements of the Development Services Department and the City of San Diego's Biology Guidelines, including application of the Subarea Plan, Land Development Ordinance, Environmentally Sensitive Lands regulations, and Land Use Adjacency Guidelines.

Air Quality and Greenhouse Gas Emissions

Dudek's in-house air quality specialists utilize standardized approaches and methodologies as recommended by the San Diego Air Pollution Control District (and others) and use the California Emissions Estimator Model (CalEEMod), as well as EMFAC2014, OFFROAD2007 and California Air Resources Board-approved category-specific methods, to address a project's air quality impacts.

Dudek also performs health risk assessments and associated dispersion modeling for projects that may expose sensitive receptors to toxic air contaminants using the American Meteorological Society/Environmental Protection Agency Regulatory Model (AERMOD) in conjunction with the Hotspots Analysis and Reporting Program Version 2 (HARP 2). Short-term construction impacts and operational air quality impacts are routinely analyzed for projects. In addition, Dudek has extensive experience evaluating, analyzing, and providing mitigation strategies related to greenhouse gas emissions for both development and infrastructure projects.

Transportation Planning and Traffic

Dudek provides technical transportation planning, traffic impact assessment, and CEQA expertise, quantifying the effects of a project using the appropriate metrics and methods for project-specific concerns. Our transportation and traffic consulting services include impact analysis and studies, access and circulation analysis for land uses, due diligence and project trip generation quantification, vehicle miles traveled calculations and reductions, Senate Bill 743 compliance, transportation demand management plans and implementation, complete streets and active transportation planning, and parking studies. These services can be provided for current or proposed projects throughout the City with standalone technical studies or as part of appropriate CEQA document (IS/MND, EIR, or Addenda to an EIR).

Hydrogeology and Water Quality

The Dudek team has significant experience performing hydrologic, hydraulic, water quality, and sediment transport analysis in support of a broad range of permitting efforts, including Clean Water Act (401/402/404) permits and California Department of Fish and Wildlife (1600) permits, as well as EIR and CEQA/NEPA-related documents. This experience includes numerical modeling, design, and emergency services.

Dudek's surface water permitting staff includes hydrologists and numerical modelers. Additionally, this staff includes Qualified Stormwater Pollution Prevention Plan (SWPPP) Developers and Qualified SWPPP Practitioners, registered engineers, and registered geologists. Dudek has extensive experience with SWPPPs and water quality management plans, including Section 2B8 (Emergency Construction Activities) of the California General Permit 2010-0014-DWQ.

Hazardous Materials

Dudek environmental engineers, hydrogeologists, and scientists have conducted numerous site investigations, including facilities contaminated with metals, chlorinated solvents, perchlorate, fuel hydrocarbons, and pesticides. From collecting samples to interfacing with regulators, we are involved in all aspects of site investigation and remediation. We are experts in groundwater modeling, as well as designing remediation well fields. We have extensive experience in groundwater pump-and-treat systems using air stripping, ultraviolet light oxidation, granular activated carbon, and resin-ion exchange. We also have experience operating soil vapor extraction systems, overseeing soil removal, and abandoning oil wells.

Cultural and Tribal Cultural Resources

Dudek manages cultural resources analyses and documentation for archaeological resources, historic resources, and Native American values for projects throughout California. The Dudek team includes registered professional archaeologists who supervise projects in accordance with state and federal regulations, including CEQA, NEPA, and Section 106 of the National Historic Preservation Act.

Dudek archaeologists have successfully completed dozens of technical studies, including surveys and subsurface investigations for city and county public works departments, road improvements for the California Department of Transportation, and wastewater treatment and sewer line extension projects for special districts. We have also managed coordination with responsible state agencies, including the State Water Resources Control Board.

Dudek archaeologists commonly consult with Native American tribal representatives in keeping with the 1992 amendments to the National Historic Preservation Act by providing summaries of the proposed project description and results of preliminary studies that help to identify any areas of potential cultural resource sensitivity, facilitating communication and understanding of the proposed project.

Dudek routinely prepares Section 106 deliverables, including archaeological survey reports, historic resources evaluation reports (for built environmental resources), historic property survey reports, and findings of effect. Dudek also offers historic evaluations.

Grant Writing Experience

Dudek has completed grant writing assignments for various clients throughout Southern, central, and Northern California, including municipalities, agencies, and water districts. Dudek's grant writing team is skilled in obtaining funding for a variety of projects and agency types, including large-scale projects, regional programs, and disadvantaged community projects.

Environmental and Technical Reports

Our approach to environmental documentation emphasizes a close working relationship with the City, early scoping and project definition, as well as compliance with appropriate environmental regulations, including CEQA, NEPA, the federal Clean Water Act, the federal Endangered Species Act, California Fish and Game Code, the National History Preservation Act, and other applicable statutes and regulations.

Challenges on CEQA/NEPA compliance projects are expected. The Dudek team has processed environmental documents for decades, and understands that no two projects are the same. Regulatory agency coordination, stakeholder concerns, input from the public, and political agendas are all factors that challenge successful CEQA/NEPA compliance. Additionally, lawsuits, or the threat of lawsuits, can dictate environmental documentation content, processing, and budgets.

Understanding the realities of the world in which we work is the most effective way to overcome hurdles and bring projects in on time and under budget. We communicate with clients to identify issues that may cause challenges down the road.

The following outlines the approach Dudek uses for the preparation of environmental documents. Each step is specific to different projects and will be applied as necessary. Following this general outline for each project also helps identify potential issues or roadblocks early, in order to allow time to discern solutions with City staff.

Project Scoping

- Meet with the client to further define scope/issues;
- Define the project and relationship to CEQA/NEPA;
- Identify roles and responsibilities;
- Identify environmental documentation requirements: exemptions, addenda, IS, ND, MND, and/or EIR;
- Discuss critical scheduling parameters and the budget;
- Obtain analysis input parameters (i.e., project design, site constraints, etc.);
- Determine probable environmental concerns and applicable regulations;
- Develop an analysis approach that best deals with identified concerns; and
- Determine whether additional alternatives need to be addressed.

Environmental Documentation

- Prepare project description and IS;
- Prepare public scoping (NOP and public meeting);
- Obtain available environmental resource data;
- Determine data adequacy;
- Collect supplemental data in compliance with appropriate regulations, if necessary;
- Assemble data to be used in analysis;
- Establish impact significance criteria to be used;
- Analyze impacts;
- Determine requirements for mitigation;
- Identify methods to evaluate mitigation effectiveness;
- Formulate and analyze alternatives; and
- Compile analysis into appropriate CEQA (NEPA, if necessary) format for client's review.

Document Processing

- Prepare and manage administrative record;
- Obtain other responsible agencies' or reviewing agencies' comments and public comments;
- Conduct additional field and/or office studies, as required or identified during the review period, if necessary;
- Prepare responses that adequately address concerns raised; and
- Prepare final CEQA document.

Decision Making

- Prepare Mitigation Monitoring and Reporting Program;
- Prepare appropriate documentation as required (Notice of Determination), findings, and staff reports); and
- Work with staff to conduct presentation for decision makers, if requested.

IS/NOP/Scoping Meeting

Dudek will prepare a legally defensible environmental compliance document to address potential environmental impacts resulting from the implementation of any proposed project. Dudek will prepare an IS for projects determined to be subject to CEQA that are not statutorily or categorically exempt. We will prepare the IS for the project using the Environmental Checklist Form from the CEQA Guidelines. The analysis for each resource will include a description of the environmental setting and will substantiate impact conclusions with factual data and scientific results. Technical reports may be prepared and attached, as appropriate, to address specialized issues. Mitigation measures will be developed for all significant impacts to reduce impacts to less-than-significant levels. Dudek will submit an administrative draft to the City for review and concurrence prior to distribution to agencies and to the public for the formal public review period.

Dudek will participate in public scoping meeting(s) designed to invite public and agency involvement throughout the CEQA scoping process, as deemed necessary. After the scoping meeting(s), Dudek will prepare a report that summarizes the comments received during the scoping meeting. Dudek has extensive experience with scoping meetings, and can help the City organize, as necessary.

Once the IS is drafted and a scoping meeting has been held, Dudek will meet with the City to determine the appropriate CEQA document. Depending on which document is to be prepared, Dudek will produce a NOP for an EIR or a Notice of Intent to adopt an ND or MND for the project.

NDs, MNDs, and EIRs

Following the preparation of an IS, Dudek will prepare an ND or MND, if it can be determined that the project will not result in significant impacts. The ND or MND will be accompanied by an IS that substantiates the significance conclusions. In the event that an IS determines that a project could result in potentially significant impacts, an EIR would be required.

We would begin the preparation of an EIR with the preparation of an IS to accompany the NOP. This process would focus the EIR on potentially significant impacts and avoid unnecessary documentation and analysis. From the initial stages of determining whether an activity is subject to CEQA or whether a project may be exempt, we are available every step of the way to advise on whether to prepare an ND or EIR.

Dudek will prepare a detailed project description for the EIR to present a common understanding of the project. The Dudek team will conduct field surveys of the project site and surrounding area and document the existing environmental setting, which will serve as the baseline for environmental impact analysis. We will work with the City to develop project objectives, which are integral to the development of a reasonable range of alternatives to be considered in the EIR.

The EIR will include a discussion of the existing conditions, environmental impacts, levels of significance of the impacts before mitigation, appropriate mitigation measures for each environmental discipline, as needed, and the level of significance after the application of mitigation. Our technical specialists will prepare a series of technical studies to support the EIR analysis, as appropriate. As required, the documents will include a discussion of direct, indirect, growth-inducing, and cumulative impacts.

DUDEK

The Final MND and EIR process will include preparation of responses to comments (RTCs) and, when requested, Dudek can assist the City in preparing CEQA findings of fact, statements of overriding considerations, and other supporting documents. Dudek has an efficient RTC process and will handle the numbering, tracking and formatting of RTCs in addition to formulating responses. These are some examples of methods Dudek has used to streamline the RTC process:

- Organize comments as they are received in batches by category in the following order: federal, state, local agencies, organizations, tribal, individuals, late letters (note, the categories can vary based on City preference). Then, chronologically identify letters (rather than alphabetically) so the response process can commence early on.
- Once letters are received, Dudek will meet with the City to discuss overarching comment themes and brainstorm approach for responses and timeline, etc. Dudek can prepare master responses, when appropriate, which can help provide consistency and efficiency when responding to recurring issues.
- Prepare tracking sheet including assignments, status, and whether/where an EIR change is required.
- For large RTC efforts, Dudek can provide an online portal that leverages SharePoint technology to co-author responses between multiple authors.

Experience

Table 3 provides a list of on-call environmental service contracts that Dudek has begun or completed within the past 5 years, including significant work with public agencies. **Table 4** presents examples of Dudek’s grant writing services to public agencies and grant funding awarded.

Table 3. Southern California Environmental and Technical Services Contracts

Client	Contract
City of San Diego	As-Needed Environmental Services
City of San Diego	As-Needed Watershed and Resource Protection
County of San Diego	As-Needed Biological and Cultural Resources Survey
County of San Diego	As-Needed Environmental Processing/Review Support Services
City of Chula Vista	As-Needed Environmental Services
City of Vista	As-Needed Environmental Consulting
Port of San Diego	As-Needed Extension of Staff Services
San Diego Association of Governments	As-Needed Environmental Support Services
City of Anaheim	As-Needed Environmental Services
City of Corona	As-Needed Engineering and Environmental
City of Covina	As-Needed Environmental Services
City of Glendora	As-Needed Environmental Services
City of Irvine	As-Needed Professional Consulting Services
City of Laguna Hills	As-Needed Environmental Services
City of Los Angeles	As-Needed CEQA/NEPA Documentation and Environmental Services
City of Mission Viejo	As-Needed Environmental/Engineering
City of Rancho Palos Verdes	On-Call Professional/Technical Services
County of Orange	As-Needed Restoration Services
County of Orange	On-Call Environmental Services, Planning, and Regulatory Permitting
County of Orange	On-Call Regulatory Permitting Services
County of San Bernardino	On-Call Environmental Services for Operations and Maintenance (O&M)
County of San Bernardino	On-Call Biological Services
County of Ventura	Annual Consultant Services
Eastern Municipal Water District	On-Call Environmental
Goleta Water District	On-Call CEQA Processing
Irvine Ranch Water District	On-Call CEQA and NEPA Services
MWD of Southern California	Orange County and San Bernardino O&M EIR's

Table 3. Southern California Environmental and Technical Services Contracts

Client	Contract
Rancho Mission Viejo Company	Habitat Conservation Plan Implementation Development Support
Riverside County Flood Control and Water Conservation District	On-Call Environmental/Regulatory Services
Southern California Edison Company	Contingent Biological Services

Table 4. Grant Funding Awards

Grant	Jurisdiction/Agency	Award
SANDAG Transnet Smart Growth Incentive Program	City of Lemon Grove	\$262,290, amount awarded June 2018
Department of Water Resources (DWR) Statewide Flood Emergency Response Program	San Mateo County	\$678,689, amount requested June 2018
DWR Statewide Flood Emergency Response Program	Alameda County	\$549,000, amount requested June 2018
State Water Resources Control Board Prop 1 Water Recycling Funding Program	Long Beach Water Department	\$75,000, maximum grant award August 2018
California Department of Transportation Adaptation Planning – Climate Vulnerability and Mainstreaming Resilience Planning	San Mateo County	\$649,500, amount requested December 2017
DWR – Disadvantaged Community Involvement Grant – Integrated Regional Water Management Funding	Santa Barbara County	\$865,203, amount requested April 2018

References:

Table 5 lists three San Diego public-agency references.

Table 5. Client References

Client	Contact
City of San Diego	Christine Rothman, AICP, Planner 3750 John J. Montgomery Drive, MS 14 San Diego, California 92123 crothman@sandiego.gov, 619.533.3796 <hr/> Alyssa Muto, Deputy Director of Environment and Mobility Planning 9485 Aero Drive, MS 413 San Diego, California 92123 amuto@sandiego.gov, 619.533.3796
Port of San Diego	Joseph Smith, Program Manager P.O. Box 120488 San Diego, California 92112 jdsmith@portofsandiego.org, 619.686.6235
San Diego Unified School District	Paul Garcia, Facilities Development CEQA Coordinator 4100 Normal Street San Diego, California 92103 pgarcia4@sandi.net, 858.637.6290 (Do not leave voicemail)

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Fee Schedule

Dudek's fee schedule is included in a separately sealed packet, per the RFQ.

Work Estimation and Billing Methodology

As a partner with the City, Dudek will provide a clear scope of work that unambiguously outlines our approach, assumptions, and deliverables. We will work with City staff during the project kickoff to clearly define invoice and backup protocols. Task managers will maintain the billing protocols, with oversight by the contract's project manager to ensure billing is efficient and streamlined. If necessary, our accounting staff is available to coordinate with the City's accounts payable department to facilitate a smooth billing and payment processes.

Typically, for larger tasks such as EIR preparation, we will include in our budget and billings any time that is directly incurred related to managing that particular project. For smaller/quicker efforts, including standalone technical studies and initial studies, a separate project management task is usually not included in our scope of work, given the nominal hours it would take to manage these types of documents. Instead, these management costs are already built into the cost of document preparation. Notwithstanding, for all tasks, regardless of fee and schedule, we will clearly note on our invoices what labor, if any, was charged towards project management.

Should any billing disputes arise, Dudek, including our task managers and accounting staff, will communicate directly with the City in a transparent and timely fashion to work toward a prompt resolution.

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DUDEK
2018 STANDARD SCHEDULE OF CHARGES

ENGINEERING SERVICES

Project Director	\$275.00/hr
Principal Engineer III	\$245.00/hr
Principal Engineer II	\$235.00/hr
Principal Engineer I	\$225.00/hr
Program Manager	\$215.00/hr
Senior Project Manager	\$215.00/hr
Project Manager	\$210.00/hr
Senior Engineer III	\$205.00/hr
Senior Engineer II	\$195.00/hr
Senior Engineer I	\$185.00/hr
Project Engineer IV/Technician IV	\$175.00/hr
Project Engineer III/Technician III	\$165.00/hr
Project Engineer II/Technician II	\$150.00/hr
Project Engineer I/Technician I	\$135.00/hr
Project Coordinator	\$105.00/hr
Engineering Assistant	\$100.00/hr

ENVIRONMENTAL SERVICES

Principal	\$240.00/hr
Senior Project Manager/Specialist II	\$225.00/hr
Senior Project Manager/Specialist I	\$215.00/hr
Environmental Specialist/Planner VI	\$195.00/hr
Environmental Specialist/Planner V	\$175.00/hr
Environmental Specialist/Planner IV	\$165.00/hr
Environmental Specialist/Planner III	\$155.00/hr
Environmental Specialist/Planner II	\$140.00/hr
Environmental Specialist/Planner I	\$125.00/hr
Analyst III	\$115.00/hr
Analyst II	\$105.00/hr
Analyst I	\$95.00/hr
Planning Assistant II	\$85.00/hr
Planning Assistant I	\$75.00/hr

COASTAL PLANNING/POLICY SERVICES

Senior Project Manager/Coastal Planner II	\$220.00/hr
Senior Project Manager/Coastal Planner I	\$210.00/hr
Environmental Specialist/Coastal Planner VI	\$200.00/hr
Environmental Specialist/Coastal Planner V	\$180.00/hr
Environmental Specialist/Coastal Planner IV	\$170.00/hr
Environmental Specialist/Coastal Planner III	\$160.00/hr
Environmental Specialist/Coastal Planner II	\$150.00/hr
Environmental Specialist/Coastal Planner I	\$140.00/hr

CULTURAL AND PALEONTOLOGICAL SERVICES

Senior Project Manager/Archaeologist II	\$215.00/hr
Senior Project Manager/Archaeologist I	\$205.00/hr
Environmental Specialist/Archaeologist V	\$185.00/hr
Environmental Specialist/Archaeologist IV	\$165.00/hr
Environmental Specialist/Archaeologist III	\$145.00/hr
Environmental Specialist/Archaeologist II	\$135.00/hr
Environmental Specialist/Archaeologist I	\$125.00/hr
Environmental Specialist/Architectural Historian II	\$150.00/hr
Environmental Specialist/Architectural Historian I	\$125.00/hr
Environmental Specialist/Paleontologist II	\$165.00/hr
Environmental Specialist/Paleontologist I	\$125.00/hr
Paleontological Technician III	\$85.00/hr
Paleontological Technician II	\$75.00/hr
Paleontological Technician I	\$55.00/hr
Cultural Resources Technician III	\$85.00/hr
Cultural Resources Technician II	\$75.00/hr
Cultural Resources Technician I	\$55.00/hr

CONSTRUCTION MANAGEMENT SERVICES

Principal/Manager	\$195.00/hr
Senior Construction Manager	\$180.00/hr
Senior Project Manager	\$160.00/hr
Construction Manager	\$150.00/hr
Project Manager	\$140.00/hr
Resident Engineer	\$140.00/hr
Construction Engineer	\$135.00/hr
On-site Owner's Representative	\$130.00/hr
Construction Inspector III	\$125.00/hr
Construction Inspector II	\$115.00/hr
Construction Inspector I	\$105.00/hr
Prevailing Wage Inspector	\$135.00/hr

COMPLIANCE SERVICES

Compliance Director	\$205.00/hr
Compliance Manager	\$145.00/hr

COMPLIANCE SERVICES (CONTINUED)

Compliance Project Coordinator	\$105.00/hr
Compliance Monitor	\$95.00/hr

UAS SERVICES

UAS Principal	\$240.00/hr
UAS Project Manager	\$130.00/hr
UAS Pilot II	\$85.00/hr
UAS Pilot I	\$75.00/hr
UAS Data Analyst II	\$85.00/hr
UAS Data Analyst I	\$75.00/hr

HYDROGEOLOGICAL SERVICES

Principal	\$260.00/hr
Principal Hydrogeologist/Engineer	\$240.00/hr
Sr. Hydrogeologist IV/Engineer IV	\$225.00/hr
Sr. Hydrogeologist III/Engineer III	\$210.00/hr
Sr. Hydrogeologist II/Engineer II	\$195.00/hr
Sr. Hydrogeologist I/Engineer I	\$180.00/hr
Hydrogeologist VI/Engineer VI	\$160.00/hr
Hydrogeologist V/Engineer V	\$150.00/hr
Hydrogeologist IV/Engineer IV	\$140.00/hr
Hydrogeologist III/Engineer III	\$130.00/hr
Hydrogeologist II/Engineer II	\$120.00/hr
Hydrogeologist I/Engineer I	\$110.00/hr
Technician	\$100.00/hr

DISTRICT MANAGEMENT & OPERATIONS

District General Manager	\$185.00/hr
District Engineer	\$175.00/hr
Operations Manager	\$150.00/hr
District Secretary/Accountant	\$100.00/hr
Collections System Manager	\$100.00/hr
Grade V Operator	\$100.00/hr
Grade IV Operator	\$90.00/hr
Grade III Operator	\$85.00/hr
Grade II Operator	\$63.00/hr
Grade I Operator	\$55.00/hr
Operator in Training	\$40.00/hr
Collection Maintenance Worker II	\$60.00/hr
Collection Maintenance Worker I	\$45.00/hr

OFFICE SERVICES

Technical/Drafting/CADD Services

3D Graphic Artist	\$165.00/hr
Senior Designer	\$155.00/hr
Designer	\$145.00/hr
Assistant Designer	\$140.00/hr
GIS Programmer I	\$180.00/hr
GIS Specialist IV	\$155.00/hr
GIS Specialist III	\$145.00/hr
GIS Specialist II	\$135.00/hr
GIS Specialist I	\$125.00/hr
CADD Operator III	\$135.00/hr
CADD Operator II	\$130.00/hr
CADD Operator I	\$115.00/hr
CADD Drafter	\$105.00/hr
CADD Technician	\$100.00/hr

SUPPORT SERVICES

Technical Editor III	\$145.00/hr
Technical Editor II	\$130.00/hr
Technical Editor I	\$115.00/hr
Publications Specialist III	\$105.00/hr
Publications Specialist II	\$95.00/hr
Publications Specialist I	\$85.00/hr
Clerical Administration II	\$90.00/hr
Clerical Administration I	\$85.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

Annual Increases – Unless identified otherwise, these standard rates will increase 3% annually.



Agreement Review

Dudek has reviewed the City's Standard Consulting Services Agreement, Attachment A, and is able to meet all agreement requirements.

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Insurance Requirements

Table 6 provides an overview of Dudek's insurance coverage. Certificates of insurance are available upon request.

Table 6. Insurance Coverage

Insurance	Policy Number	Effective Dates	Limits
Comprehensive General Liability	GLO014631100	8/28/2018- 8/28/2019	\$1,000,000 each occurrence \$2,000,000 aggregate
Automotive Liability	BAP014632900	8/28/2018- 8/28/2019	\$1,000,000 Combined Single Limit
Professional Liability	PEC014631400	8/28/2018- 8/28/2019	\$1,000,000 per claim \$1,000,000 aggregate
Worker's Compensation	WC014633000	8/28/2018- 8/28/2019	\$1,000,000 each accident \$1,000,000 each employee \$1,000,000 policy limit

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**AGREEMENT
BY AND BETWEEN
THE CITY OF LEMON GROVE
AND
PLACEWORKS**

THIS AGREEMENT is entered into this [DAY] of [MONTH] 2019, by and between the CITY OF LEMON GROVE, a municipal corporation (the "CITY"), and PLACEWORKS an Environmental Impact Assessment and Project Management services provider (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY desires to employ a CONTRACTOR to provide On-Call CEQA Consulting Services.

WHEREAS, the CITY has determined that the CONTRACTOR is a Environmental Impact Assessment and Project Management services provider and is qualified by experience and ability to perform the services as an on-call basis desired by the CITY, and the CONTRACTOR is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONTRACTOR.** The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services hereinafter set forth in accordance with all terms and conditions contained herein.

The CONTRACTOR represents that all services required hereunder will be performed directly by the CONTRACTOR or under direct supervision of the CONTRACTOR.

2. **SCOPE OF SERVICES.** The CONTRACTOR will perform services as set forth in the attached Exhibit "A" and in accordance with the attached Exhibit "B."

The CONTRACTOR shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONTRACTOR shall appear at meetings cited in Exhibit "A" to keep staff and City Council advised of the progress on the project.

The CITY may unilaterally, or upon request from the CONTRACTOR, from time to time reduce or increase the Scope of Services to be performed by the CONTRACTOR under this Agreement. Upon doing so, the CITY and the CONTRACTOR agree to meet in good faith and confer for the purpose of negotiating a

corresponding reduction or increase in the compensation associated with said change in services, not to exceed the total amount of thirty thousand dollars (\$30,000).

3. **PROJECT COORDINATION AND SUPERVISION.**

The City Manager, Lydia Romero, hereby is designated as the Project Manager for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR.

4. **COMPENSATION AND PAYMENT.** The compensation for the CONTRACTOR shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed two thousand five hundred (\$2,500) (the Base amount) without prior written authorization from the City Manager. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A" as determined by the CITY.

The CONTRACTOR shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY and for furnishing of copies to the CITY, if requested.

5. **LENGTH OF AGREEMENT.** This Agreement will This Agreement will end March, 01, 2022, with the option to extend for an additional twelve (12) months until March 01, 2023.

6. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR for this Project, whether paper or electronic, shall become the property of the CITY for use with respect to this Project, and shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONTRACTOR hereby assigns to the CITY and CONTRACTOR thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this agreement, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONTRACTOR shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONTRACTOR agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium or method utilize the

CONTRACTOR's written work product for the CITY's purposes, and the CONTRACTOR expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings or specifications prepared by the CONTRACTOR shall relieve the CONTRACTOR from liability under Section 14 but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of this project, unless otherwise mutually agreed.

7. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint venturers with one another. Neither the CONTRACTOR nor the CONTRACTOR'S employees are employees of the CITY and are not entitled to any of the rights, benefits, or privileges of the CITY's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONTRACTOR and the CONTRACTOR's employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONTRACTOR and its employees. Neither this Agreement nor any interest herein may be assigned by the CONTRACTOR without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONTRACTOR from employing or hiring as many employees, or subcontractors, as the CONTRACTOR may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONTRACTOR with its subcontractor(s) shall require the subcontractor to adhere to the applicable terms of this Agreement.

8. **CONTROL.** Neither the CITY nor its officers, agents or employees shall have any control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees except as herein set forth, and the CONTRACTOR expressly agrees not to represent that the CONTRACTOR or the CONTRACTOR's agents, servants, or employees are in any manner agents, servants or employees of the CITY, it being understood that the CONTRACTOR, its agents, servants, and employees are as to the CITY wholly independent contractors and that the CONTRACTOR's obligations to the CITY are solely such as are prescribed by this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAW.** The CONTRACTOR, in the performance of the services to be provided herein, shall comply with all applicable State and Federal statutes and regulations, and all applicable ordinances, rules and regulations of the CITY OF LEMON GROVE, whether now in force or subsequently enacted. The CONTRACTOR, and each of its subcontractors, shall obtain and maintain a current CITY OF LEMON GROVE business license prior to and during performance of any work pursuant to this Agreement.

10. **LICENSES, PERMITS, ETC.** The CONTRACTOR represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONTRACTOR represents and covenants that the CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONTRACTOR to practice its profession.

11. **STANDARD OF CARE.**

A. The CONTRACTOR, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONTRACTOR'S trade or profession currently practicing under similar conditions and in similar locations. The CONTRACTOR shall take all special precautions necessary to protect the CONTRACTOR's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this agreement, the CONTRACTOR warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONTRACTOR's professional performance or the furnishing of materials or services relating thereto.

C. The CONTRACTOR is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONTRACTOR has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONTRACTOR has notified the CITY otherwise, the CONTRACTOR warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONTRACTOR to use due diligence under this sub-paragraph will render the CONTRACTOR liable to the CITY for any increased costs that result from the CITY's later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

12. **NON-DISCRIMINATION PROVISIONS.** The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONTRACTOR will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

13. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONTRACTOR certain confidential information to enable the CONTRACTOR to effectively perform the services to be provided herein. The CONTRACTOR shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONTRACTOR shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 13, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONTRACTOR, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONTRACTOR without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONTRACTOR by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONTRACTOR shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONTRACTOR shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONTRACTOR shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

14. **INDEMNIFICATION AND HOLD HARMLESS.** The CONTRACTOR agrees to defend, indemnify, and hold harmless the CITY OF LEMON GROVE, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONTRACTOR's negligent performance of this Agreement.

15. **WORKERS' COMPENSATION.** The CONTRACTOR shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar state or Federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, and employees from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONTRACTOR under this Agreement.

16. **INSURANCE.** The CONTRACTOR, at its sole cost and expense, shall purchase and maintain, and shall require its subcontractors, when applicable, to

purchase and maintain throughout the term of this agreement, the following insurance policies:

A. If checked, Professional Liability Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. Automobile insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include non-owned vehicles.

C. Comprehensive general liability insurance, with minimum limits of \$1,000,000 combined single limit per occurrence, covering all bodily injury and property damage arising out of its operation under this Agreement.

D. Workers' compensation insurance covering all of CONTRACTOR's employees.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY of cancellation or material change.

F. Said policies, except for the professional liability and worker's compensation policies, shall name the CITY and its officers, agents and employees as additional insureds.

G. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONTRACTOR shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement.

H. Any aggregate insurance limits must apply solely to this Agreement.

I. Insurance shall be written with only California admitted companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the CITY.

J. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY. If the CONTRACTOR does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

17. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or

suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

18. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation shall be settled by arbitration in San Diego, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

19. **TERMINATION.** A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONTRACTOR. During said 60-day period the CONTRACTOR shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONTRACTOR in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONTRACTOR as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONTRACTOR's breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 6.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONTRACTOR; (2) a reorganization of the CONTRACTOR for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONTRACTOR.

20. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To the CITY: LYDIA ROMERO, CITY MANAGER
CITY OF LEMON GROVE
3232 Main Street
Lemon Grove, CA 91945-1701

To the CONTRACTOR: PLACEWORKS
750 B Street, Suite 1620
San Diego, CA 92101

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

21. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONTRACTOR shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY OF LEMON GROVE. The CONTRACTOR also agrees not to specify any product, treatment, process or material for the project in which the CONTRACTOR has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONTRACTOR shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONTRACTOR has a financial interest as defined in Government Code Section 87103. The CONTRACTOR represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

If checked, the CONTRACTOR shall comply with all of the reporting requirements of the Political Reform Act and the City of Lemon Grove Conflict of Interest Code. Specifically, the CONTRACTOR shall file a Statement of Economic Interests with the City Clerk of the CITY OF LEMON GROVE in a timely manner on forms which the CONTRACTOR shall obtain from the City Clerk.

The CONTRACTOR shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Paragraph 21 by the CONTRACTOR.

22. MISCELLANEOUS PROVISIONS.

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

J. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

K. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the

drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

L. *Subcontractors.* CONTRACTOR shall not award work to any subcontractor(s) not listed in Exhibit "B" without prior written approval from the CITY. The CONTRACTOR shall be fully responsible to the CITY for the performance of its subcontractors, and of person either directly or indirectly employed by them.

M. *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 have executed this Agreement on the date and year first above written.

CITY OF LEMON GROVE

PLACEWORKS

By: _____
Lydia Romero
City Manager

By: _____
William Halligan, Esq.
Managing Principal of Environmental
Services

APPROVED AS TO FORM:

By: _____
Kristen Steinke
City Attorney

EXHIBIT “A”
Scope of Services
for On-Call CEQA Consulting Services

I. INTRODUCTION

The City of Lemon Grove (“the City”) requires the services on-call CEQA (California Environmental Quality Act) consulting firms (“Consultants”) to assist in the preparation of environmental documents for future land use and development projects as necessary, in compliance with CEQA. The City has established an On-Call CEQA Consulting Services List (“the List”) for this purpose.

II. SCOPE OF SERVICES

It is expected that the majority of services conducted by the Consultants on the List will pertain to the City’s implementation of CEQA for current planning projects on an as-needed basis, including, but not limited to, the following:

- 1) Conduct preliminary review of projects for CEQA purposes, including making determinations of categorical exemptions.
- 2) Prepare CEQA documents for the City, including, but not limited to:
 - a) Initial Studies;
 - b) Negative Declarations;
 - c) Mitigated Negative Declarations;
 - d) Environmental Impact Reports (EIRs) and Addendums to EIRs;
 - e) Mitigation Monitoring and Reporting Programs;
 - f) Technical Studies (may include but are not limited to noise, biological, air quality, GHG, traffic/transportation, water quality/supply, and stormwater/wastewater control/management studies, and cultural and historical evaluations);
 - g) Notices of Intent/Preparation/Determination/Exemption.
- 3) Incorporate any public or agency comments regarding the potential impacts on the natural and built environments, and analyze ways in which any significant effects/impacts of the project might be avoided or mitigated, as required by CEQA.
- 4) Prepare/conduct required consultations (e.g., the Native American Heritage Commission).
- 5) Advise and assist City Staff with questions related to the projects assigned.

- 6) Attend meetings with City Staff and applicants, scoping meetings, and public hearings; opportunities for teleconferencing will be provided when possible.
- 7) May be requested to provide filing services with the San Diego County Clerk and/or the State Clearinghouse.
- 8) May be requested to provide services in accordance with implementation of National Environmental Policy Act (NEPA).

III. USE OF THE ON-CALL CONSULTING SERVICES LIST

- 1) The City reserves the right to utilize the List depending on its specific needs. For small projects and/or when/if the City has general questions or needs assistance conducting preliminary review of projects for CEQA purposes, including making determinations of categorical exemptions, the services of one or more Consultants may be called upon on a regular/recurring basis.
- 2) When services for larger and/or more complicated projects are required, the City may utilize the list on a rotating basis or may send a request for services to more than one Consultant on the list and select from the responses received.
- 3) At such time when a Consultant's services are required, the City may forward a request for services, including a project description, any pertinent supporting information and technical studies, and copies of the proposed application (if available). The Consultant may be requested to provide additional services such as the preparation of supporting technical reports and studies for the project application or a peer review of applicant-submitted materials. The Consultant will evaluate the proposal and in turn provide a scope of work and cost estimate for services.
- 4) Upon issuance of a notice to proceed, the City will provide the selected Consultant with the documentation necessary to complete the work. Supporting documents such as site plans, traffic studies, or other technical reports may be provided to the Consultant in either print or electronic form. The Consultant will work with the City and project applicants to gather the necessary information to ensure the final product adequately analyzes project impacts.



Qualifications to Provide On-Call CEQA Services

QUALIFICATIONS | DECEMBER 13, 2018

SUBMITTED TO:

CITY OF LEMON GROVE
Planning and Zoning Division
Patricia Bluman
3232 Main Street
Lemon Grove, CA 91945
619.825.3800

SUBMITTED BY:

PLACEWORKS
750 B Street, Suite 1620
San Diego, CA 92101

WITH:

LINSCOTT, LAW & GREENSPAN
ECORP CONSULTING

CONTENTS

1. COVER LETTER	1
2. TEAM QUALIFICATIONS	2
PlaceWorks	2
Subconsultants.....	4
Project Team Organization.....	6
Key Personnel	7
Additional Staff	10
3. METHODOLOGY	13
4. EXPERIENCE	16
Our Approach to Environmental Studies.....	16
References	21
Relevant Projects.....	23
5. FEE SCHEDULE.....	25
6. AGREEMENT REVIEW	25
7. INSURANCE REQUIREMENTS	26



1. Cover Letter

December 13, 2018

Patricia Bluman
CITY OF LEMON GROVE
Planning and Zoning Division
3232 Main Street
Lemon Grove, CA 91945

Subject: Qualifications to Provide On-Call CEQA Consulting Services

Dear Ms. Bluman:

This statement of qualifications is organized per instructions in the City's request for qualifications (RFQ). We are a comprehensive environmental, planning, and design firm and provide:

- *Qualified Senior Professionals, Environmental Services.* Our designated project manager, Mark Teague, AICP, Associate Principal, has over 30 years of environmental and planning experience and has provided on-call staffing services to numerous cities throughout California. He will be supported by Brooke Peterson, AICP who has been involved in the preparation of many complex environmental and planning projects during her 18-year career.
- *Depth of CEQA staff.* As detailed in this submittal, we have a large, multi-disciplined staff available to efficiently respond to demanding schedules on complex projects.
- *Extensive In-House Technical Expertise.* PlaceWorks has a wide range of environmental technical experts in house including noise/vibration, air quality/GHG, hazardous materials site assessments (Phase Is, PEAs, health risk, and remediation), geology/hazards, and civil engineering services (hydrology and water quality), as well as economics, land use planning, visual/lighting analysis, and design expertise.
- *Experience with Similar On-Call Contracts.* We have successful and repeat/ongoing on-call services contracts with jurisdictions, such as the cities of San Diego, Coronado, Solana Beach, Los Angeles, Industry, Irvine, Claremont, Anaheim, and Laguna Hills; the counties of Riverside, Orange, and San Bernardino; and a number of school districts throughout the state.
- *Practical Planning Knowledge and In-House Support.* As a planning/environmental and design firm, we integrate our services. The majority of our CEQA staff has completed CEQA compliance for General Plans, Specific Plans, and related entitlements. Because most of the time we prepare both the plan and the environmental document, we have an inherent understanding of the process, statutory and regulatory requirements.
- *In-House Legal Counsel.* Unique to our firm, we have two land use/CEQA attorney principals who serve as legal counsel for projects, including third-party review, and provide guidance and training to clients, professional organizations, and even the California state legislature.

Thank you again for the opportunity to submit our qualifications. As Managing Principal and Vice President, I am authorized to bind PlaceWorks and the project team to the contents of this proposal. The enclosed proposal is valid for 90 days from the date of this submittal. Should you have any questions or need further information, please contact me at 619.299.2700 or whalligan@placeworks.com. We look forward to your response.

Respectfully submitted,

PLACEWORKS

A handwritten signature in blue ink that reads 'William Halligan'.

William Halligan, Esq.
Managing Principal of Environmental Services

2. Team Qualifications

PLACEWORKS

PlaceWorks' Core Services

Environmental Services

- CEQA/NEPA Documentation
- Third-Party Review
- Technical Studies, including Air Quality, Noise, Traffic, Shade & Shadow Analysis
- Site Investigation
- Regulatory Compliance

Community Planning

- Comprehensive Planning, including General Plans, Specific Plans
- Climate Action Planning
- Community Engagement
- Corridor Planning
- Hazard Mitigation Planning
- TOD Planning
- Corridor Planning
- Infill Planning and Design
- Zoning and Form-Based Code
- Housing Research and Analysis
- Transferable Development Rights
- Community Engagement
- Municipal Services
- Geographic Information Systems
- Creative Media

Design

- Transit-Oriented Design
- Downtown Planning
- Design Standards/Guidelines
- Site Planning
- Large-Scale Planning and Design
- Strategic Plans
- Landscape Architecture
- Streetscape Design
- Parks and Trails Planning
- Urban Agriculture & Urban Forestry
- Storm Water Mgmt. Planning
- Evidence-Based Design

Economics

- Economic and Market Analysis
- Economic Development Planning
- Site Selection and Development
- Feasibility Studies

PlaceWorks is all about places and how they work geographically, environmentally, functionally, aesthetically, and culturally. We are also passionate about how we work with our clients. We bring together people from diverse practice areas, offering best-of-all-worlds capability and connectivity. Just as each place we work on is distinctly different, so is our thinking about it.

PlaceWorks, a California S-Corporation, is one of the west's most eminent planning, design, and environmental consulting firms, with approximately 125 employees in six offices. Formerly known as The Planning Center, PlaceWorks recently celebrated its 43rd anniversary.

We have over three decades of experience in environmental planning and science, with a long-term perspective and technical expertise in shaping responses to the dynamic state and federal regulatory environment. We have handled a wide range of project sizes and types, and our reputation is built on our consistent production of effective and defensible environmental documents.

PlaceWorks has completed hundreds of environmental documents and risk analyses—from CEQA/NEPA documentation, environmental site investigations and remediation, and Title 5 risk assessments to landscape architecture and transportation and bicycle plans. Our dedicated in-house team consists of project managers, environmental planners and scientists, licensed engineers, environmental assessors, registered geologists, designers, economists, transportation planners, attorneys, and air quality/GHG and noise modeling experts.

Our corporate office is in Santa Ana, California. The majority of work for this project will be performed from our San Diego office, with additional support if needed from other offices.

SAN DIEGO

750 B Street Suite 1620
San Diego CA 92101
619.299.2700

ORANGE COUNTY

3 MacArthur Place Suite 1100
Santa Ana CA 92707
714.966.9220

LOS ANGELES

700 S. Flower St. Suite 600
Los Angeles CA 90017
213.623.1443

INLAND EMPIRE

2850 Inland Empire Bl. Ste B
Ontario CA 91764
909.989.4449

SACRAMENTO VALLEY

915 L Street, Suite C Box 410
Sacramento CA 95814
916.245.7500

BERKELEY

1625 Shattuck Ave. Suite 300
Berkeley CA 94709
510.848.3815

Our broad experience and technical proficiency have enabled us to develop a keen understanding of the complexities of both public policies and project designs for sustainable development. In addition to providing the requisite technical support for wide-ranging tasks, we often serve as a sounding board for clients to explore design strategies and their environmental and regulatory implications.

ENVIRONMENTAL SERVICES

Good environmental analysis doesn't just tally up impacts, but finds opportunities to address and solve serious environmental concerns. We use our expertise to formulate workable plans and programs while remaining objective to ensure our environmental documentation withstands legal scrutiny. We view ourselves as our client's environmental strategist, and because CEQA is California's broadest environmental law and is a rapidly changing landscape, it is critical to have a deep understanding of the process and legal requirements. We continually integrate new case law, legislative proposals, and regulatory guidance to provide the highest level of legal integrity. We have two CEQA attorneys on staff to assist in this complex process. Our senior staff adds value to our services with decades of CEQA experience. We translate this expertise into a variety of publications—including our "Practical Guide to CEQA"—to make the procedural and substantive requirements of CEQA accessible to the public and decision makers.

Although CEQA is law and the process is the same for all lead agencies, the application of CEQA is nuanced by a variety of factors, including the type of project, geographical area, and lead agency.

PlaceWorks understands that each project is unique—in both its physical and political context—and we have the experience and skills to identify when projects may be subject to CEQA. We apply creative, out-of-the-box thinking rather than a standard, one-size-fits-all approach. We know the right questions to ask to identify the right documentation and process. Our first course of action is always to determine whether any categorical exemptions apply to the project. Taking advantage of exclusions and exemptions helps us optimize efficiency and reduce redundancy while ensuring legal defensibility.

PlaceWorks' approach to all projects focuses on collaboration. Our CEQA practitioners confer with our policy planners, designers and technical specialists to create responsive and site-sensitive plans and environmental documents that satisfy regulatory demands. Whether managing public outreach, analyzing environmental impacts, or crafting practical, cost-effective mitigation, we serve as integral partners in a host of environmental and planning processes. Overall, our approach to CEQA documents combines problem solving, accuracy, and attention to detail. Even projects that share common elements benefit from a fresh evaluation. We consider each project objectively and use our experience and imagination to formulate workable plans and programs.

The breadth of our environmental consulting services is shown in the following list.

California Environmental Quality Act Documentation

- Environmental Impact Reports (EIRs)
- Mitigated Negative Declarations (MNDs)
- Exemptions
- Mitigation Monitoring Programs
- Findings/Resolutions
- Third-Party CEQA Adequacy Review
- Litigation Support

Technical Analysis

- Air Quality Assessments and Dispersion Modeling
- Greenhouse Gas Evaluations
- Climate Action Plans/Greenhouse Gas Reduction Plans
- Noise Assessments, Mapping, and Monitoring
- Vibration Assessments
- Hydrology Studies
- Water Quality Studies
- Light and Glare Studies
- Visual Impacts/Simulations

Regulatory Compliance and Safety

- Safe Routes to School
- Facility/Site Audits
- Permits/Approvals Acquisition
- Hazardous Waste Characterization and Management
- SWPPPs/WQMPs
- SPCCPs
- NPDES Monitoring and Permits
- Air Permits
- CDFW/Corps Permitting
- Regulatory Agency Interface and Strategy
- CCR Title 5 Risk Assessments
- Health Risk Assessments (Toxic Air Emissions)
- Geohazard Studies
- Railroad Risk Studies
- Pipeline/Water Storage Tank Risk Studies
- Dam Inundation Studies
- EMF (Electro Magnetic Field) Management Plans
- School Facilities Planning Division Self-Certification Forms

National Environmental Policy Act Documentation

- Environmental Impact Statements (EISs)
- Environmental Assessments (EAs)
- Findings of No Significant Impact (FONSIs)

Site Investigation/DTSC Compliance

- Phase I and Phase II Environmental Site Assessments (ESA)
- Preliminary Environmental Assessments (PEA)
- Remedial Investigation/Feasibility Studies (RI/FS)
- Environmental Information Management
- Geologic/Hydrologic Characterization
- Soil, Soil Vapor and Groundwater Sampling & Assessment

Remedial Engineering Design

- Feasibility Studies
- Remedial Action and Removal Action Plans, and Closure Reports
- Methane Mitigation Design & Engineering

Remedial Program Design, Implementation & Monitoring

Support Services

- Outdoor Educational Planning Services
- Entitlement Processing
- General Plan Amendments
- Zoning Changes
- Conditional Use Permits
- Master Planning
- Feasibility Studies
- Site Planning and Design
- Grading/Feasibility Studies
- Geographic Information System (GIS) Mapping
- Demographic Studies and Reports
- Surplus Schools
- Public Outreach/CEQA Scoping Meetings
- Hearing Coordination and Support
- Graphics/Media Support
- Spanish Interpreters/Translators
- DTSC Public Participation Process
- Staff Services, On-Call/Temporary Staff Placement

SUBCONSULTANTS

LINSCOTT, LAW & GREENSPAN ENGINEERS – Traffic

Linscott, Law & Greenspan, Engineers (LLG) provides transportation planning, traffic engineering, parking consulting, and design services. Since its founding in 1966, in excess of 10,000 engagements have been completed involving a wide variety of projects throughout the United States and overseas; however, the core of its practice is in Southern California. LLG maintains offices in San Diego, Irvine, Pasadena, and Woodland Hills. LLG's specialties include:

- Traffic Planning and Operations Studies
- Traffic Calming
- Traffic Impact Studies
- Mixed-Use Trip Generation
- 2D & 3D Traffic Simulation
- Mobility Studies
- Site Access and Circulation
- Pedestrian/Bicycle Planning
- Shared Parking Demand Forecasting
- Transportation Master Planning
- Parking Design and Planning
- Planning Commission & City Council Presentations
- Roundabout Analysis and Design
- Local Planning Group Presentation
- Traffic Signal Design
- Integration of Alternative Modes
- Traffic Signing and Striping Design
- Traffic Studies and Specific Plans for EIRs
- Construction Zone Traffic Control Plans
- General Plans
- Preliminary/Conceptual Engineering
- Transportation Demand Management (TDM)
- Complete Streets Consultation
- Congestion Management Program (CMP) Analysis
- Multi-Modal Planning

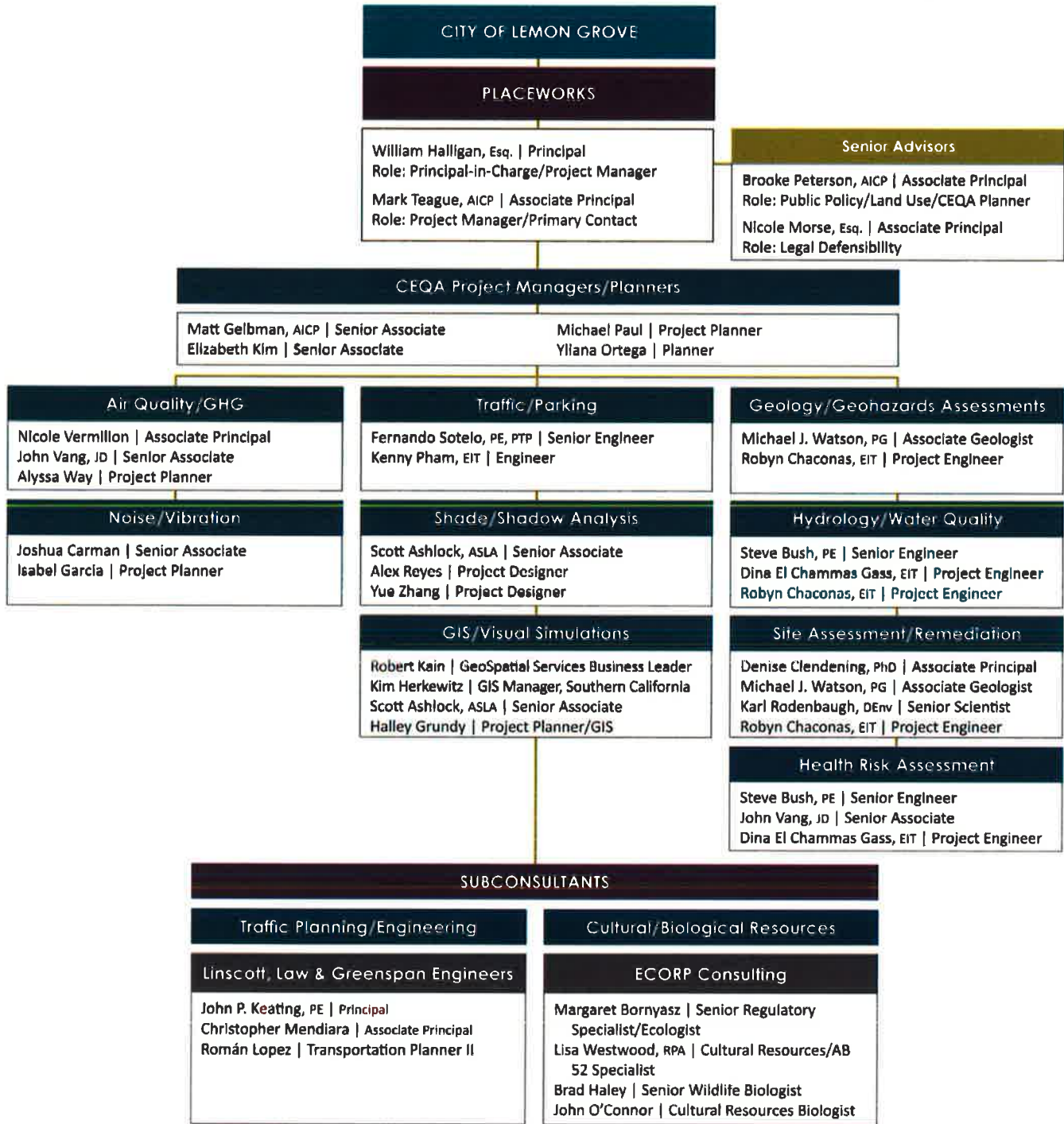
LLG is a well-respected firm of medium size, comprised of dedicated professionals who serve clients on a wide variety of traffic and transportation issues. LLG principals and senior staff are recognized experts in these practice areas and possess professional registration in Traffic Engineering, Civil Engineering or both. This diverse experience and expertise enables them to provide services to both public agencies and the private sector. Project organization is structured so that principals and senior staff maintain direct involvement from project initiation to completion. A quality and successful outcome is LLG's primary objective.

ECORP CONSULTING – Biological/Cultural Resources

ECORP Consulting, Inc. (ECORP) is a full-service environmental consulting firm, specializing in managing and supporting as-needed contracts for local southern California and State entities. They have managed over 50 as-needed environmental consulting contracts within southern California in the last 10 years and have provided supporting services as a subconsultant to even more agencies. ECORP understands all aspects of these types of contracts, from the day to day correspondence to ensuring that all tasks are given the attention and resources required to assist the direct and ultimate client towards their goals, often on accelerated schedules. ECORP understands the staffing and resource requirements to support the City through this contract and is committed to the success of every task and program. This contract is a high priority for the firm, and all tasks and assignments will be given the attention required, from issuance through completion. Their team includes ECORP's local senior staff experienced with the local environmental resources and staff with experience working under contracts for municipal agencies.

ECORP brings over 20 years of project experience with the county and local agencies throughout the County, first as Burkhart Environmental Consulting (BEC) and since 2007 as ECORP. ECORP's local San Diego staff has worked for agency/owners including cities within the County (e.g., San Diego, Poway, Del Mar, Carlsbad, San Marcos, Escondido, Chula Vista, Imperial Beach), California Department of Parks and Recreation, open space land managers, transportation agencies (e.g., Caltrans, SANDAG), military installations (e.g., Camp Pendleton, Miramar Air Station, Naval Base Coronado, Naval Weapons Station Fallbrook), school districts, San Diego County Water Authority, Unified Port District of San Diego, and San Diego County. For these local agencies and private clients, they have provided the full suite of biological, planning, environmental impact analysis, GPS/GIS, and cultural resources services, and have collaborated as part of consultant teams for large projects and programs. ECORP is local, available, and ready to assist with the routine tasks, program support, or with tasks that require specialized expertise or advice even on short notice.

PROJECT TEAM ORGANIZATION



KEY PERSONNEL

Brief resumes for project management and leaders of technical disciplines are provided below.

WILLIAM HALLIGAN, Esq. | Principal, Environmental Services

Role: Principal-in-Charge/Project Manager



EDUCATION

- JD, Chapman University School of Law (Special Emphasis: Environmental, Land Use and Real Estate Law)
- BA, Social Ecology, University of California, UC Irvine (Special Emphasis: Environmental Analysis and Design)

Bill has prepared environmental documents for a diverse range of projects, including small-scale residential and large planned communities, high-rise commercial office, industrial, and mixed use. In addition, Bill has been involved in extensive discussions and negotiations with the State Attorney General's office regarding the analysis of Greenhouse Gas Emissions (GHG) in project EIRs. He also provides third-party review for legal adequacy of EIRs prepared by other consultants. His diverse background provides him with a unique understanding of planning and zoning law, CEQA, and NEPA. As a member (and former chair) of AEP's Legislative Review Committee, Bill works directly with AEP's lobbyist and the State Legislature on proposed legislation related to CEQA. Bill's experience includes the Menifee Inaugural General Plan EIR, the Platinum Triangle EIR in Anaheim, and third-party review of The Ranch Plan EIR on behalf of the City of San Clemente.

BROOKE PETERSON, AICP | Associate Principal

Role: Overall Project Support/Public Policy/Land Use/CEQA Planning



EDUCATION

- Master of City and Regional Planning, Cal State, San Diego
- BA, Biology, Occidental College

Brooke has extensive comprehensive and environmental planning and community engagement experience within San Diego and other Southern California communities. With more than a decade of managing complex and controversial projects, she is highly effective at ensuring project success and providing exceptional service to her clients. She is skilled at managing large teams on a wide variety of challenging projects, developing strategies to resolve project issues, facilitating meaningful stakeholder and public dialogue, and delivering high quality products with a commitment to detail. Brooke expertly leads high-profile, controversial projects such as the Morena Corridor Specific Plan and De Anza Revitalization Plan for Mission Bay in San Diego. She was project manager for the National City Comprehensive Plan Update EIR, which included the General Plan and Zoning Code Update, Climate Action Plan, and five development projects; Los Angeles County's West Carson TOD Specific Plan; and the La Mesa Downtown Village Specific Plan. She heads PlaceWorks' contract with the City of San Diego for planning as-needed services.

MARK TEAGUE, AICP | Associate Principal

Role: Overall Project Manager/Day-to-Day Contact



EDUCATION

- BA, Political Science, California State University, Stanislaus

In over 30 years of public- and private-sector experience, Mark has worked throughout California in agencies large and small and is considered an innovative problem solver. His projects include planned communities, shopping center EIRs, general plan and zoning code updates, impact fees, and public outreach for projects highly scrutinized by the public. Mark is often able to offer a unique approach to meeting a critical goal of a project. His experience as a planning director and ability to see the whole of the project ensure that every environmental document meets the need of the client. He has served as on-call extension of staff for numerous cities throughout California. Mark is also an excellent public speaker and regularly presents at the League of California Cities Planning Commissioner's Academy on topics such as design guidelines, CEQA compliance, and how to read an EIR. He also teaches CEQA to staff with a focus on how new legal decisions affect compliance. His recent project experience includes the Coronado Gateway Parkway Plan IS/MND and Coronado Public Restroom EIR as well as the Fiesta Island/Mission Bay Park Master Plan for the City of San Diego.

NICOLE MORSE, Esq. | Associate Principal

Role: Legal Defensibility, Third-Party Review



EDUCATION

- JD, Business Law, Whittier Law School, Costa Mesa
- BS, Applied Ecology, UC Irvine

Nicole has over 15 years of environmental planning experience. With her background as both an attorney and a planner, she thoroughly understands planning and zoning law, CEQA, SB 743, the California Global Warming Solutions Act of 2006 (AB 32), and the Sustainable Communities and Climate Protection Act of 2008 (SB 375). She manages and coordinates environmental documents to withstand legal scrutiny. She reviews EIRs, negative declarations, and various technical reports for compliance with CEQA, NEPA, the Endangered Species Act (ESA), and various other regulatory requirements. She also conducts third-party review and litigation support for controversial projects. Nicole has a broad spectrum of experience for public- and private-sector clients. She has prepared and managed environmental and planning documents for transit oriented development (TOD) projects, downtown and corridor redevelopment programs, general plans, urban infill (residential, mixed-use and high-rise), master planned communities, and mixed-use projects. Additionally, Nicole has provided CEQA and ESA guidance as a representative on AEP's Legislative Review Committee.

MATT GELBMAN, AICP | Senior Associate

Role: CEQA Project Manager

**EDUCATION**

- Master of Urban and Regional Planning, UC Irvine
- BA, Sociology, minor in Economics, Boston University

Matt has nearly 10 years' experience working on a range of comprehensive planning projects throughout southern California and beyond. He provided comprehensive planning support for several community plan updates in San Diego, assisted with the Port of San Diego Master Plan Update (and Local Coastal Plan), and helped create the Regional Transit Oriented Development Strategy for the San Diego Association of Governments. He also worked on zoning code updates for South Gate and Imperial Beach and has experience with planning public transportation, bicycle, and pedestrian projects. Recent project experience includes the Morena Boulevard Corridor Specific Plan and EIR, Fiesta Island Amendment to Mission Bay Park Master Plan and EIR, and De Anza Cove Revitalization Plan all for the City of San Diego. Matt is a skilled facilitator for public outreach, risk communication, and public-participation training. He specializes in online public outreach and has developed numerous websites and interactive online engagement tools.

ELIZABETH KIM | Senior Associate

Role: CEQA Project Manager

**EDUCATION**

- Master of Urban & Regional Planning, UC Irvine
- BA, Environmental Analysis & Design, UC Irvine

With more than 15 years of professional experience, Elizabeth has steadily developed her skills in environmental analysis, policy analysis, and municipal planning. Her position as a planning intern for the City of Glendale gave Elizabeth a hands-on knowledge of land use regulations and municipal policy implementation. She has worked extensively with school districts, managing environmental documentation and constraints mapping. Her responsibilities also include research, analysis, and report preparation for a variety of environmental and public policy efforts. At PlaceWorks, Elizabeth worked on the Platinum Triangle Subsequent EIR for the City of Anaheim, a mixed-use project that required compliance with previously adopted documents and the integration of many technical studies into a consistent, easy-to-read public document. Other relevant project experience includes the Anaheim Canyon Specific Plan and others in the City of Anaheim, the Seashore Village in Newport Beach, and multiple projects in the City of Industry.

MICHAEL PAUL | Project Planner

Role: CEQA Project Manager

**EDUCATION**

- BS, city and regional planning, minor in sustainable environments, Cal Poly, San Luis Obispo

Michael's passion and experience in working with the built environment, urban design, policy, and sustainability give him a solid foundation for environmental impact analysis and planning. Additionally, his enthusiasm for civic engagement makes him an effective liaison with the public. He also has experience with a variety of graphic tools—such as AutoCAD, SketchUp, GIS, and the Adobe Creative Suite—and produces sharp project graphics. He relies on a diverse background of community outreach, urban design, policy-making, and environmental analysis, which have shaped his writing and research ability. His skill set and passion to pursue the vision of PlaceWorks make him a valuable asset to both the environmental and planning teams. Since coming to PlaceWorks, Michael has worked on almost all of the firm's environmental projects for cities and school districts in the San Diego area in addition to providing environmental staff services to the City of Wildomar.

NICOLE VERMILION | Associate Principal, Air Quality/GHG

Role: Air Quality/GHG Emissions

**EDUCATION**

- Master of Urban & Regional Planning, UC Irvine
- BS with Honors, Ecology & Evolutionary Biology, UC Santa Cruz
- BS with Honors, Environmental Studies, UC Santa Cruz

As Director of Air Quality, GHG & Noise Services, Nicole oversees project staffing and timing for the air quality, GHG, and noise technical team's impact evaluations under CEQA. She is responsible for expanding and fine-tuning the team based on changes in technology, legislation, and client needs and for ensuring that PlaceWorks air quality and GHG studies are defensible and consistent with recent case law. She closely follows the rapid changes in requirements and the latest information on CEQA thresholds and analysis methodology. She has performed numerous greenhouse gas emissions inventories for individual projects as well as citywide emissions inventories for general plans including an Air Quality and GHG Emissions Technical Report for the Town Center Marketplace and the General Plan EIR both in Menifee, as well as a GHG Technical Study for Plot Plan 24518 for Riverside County. Nicole has presented at several workshops, including APA California State Conferences (2011, 2012, 2014) and AEP California State Conferences (2011–2015). As a member of AEP's Climate Change Committee, she has prepared white papers on GHG emissions inventories for climate action plans and general plans.

JOSHUA CARMAN | Senior Associate, Noise & Vibration

Role: Noise and Vibration

**EDUCATION**

- BA, Environmental Studies, University of California, Santa Cruz

Joshua Carman has 17 years of experience in the field of acoustics and air quality and has participated in the environmental review process for many diverse projects in California, Washington, Nevada, and New York. Joshua prepares noise and air quality/greenhouse gas assessments for environmental impact studies (CEQA/NEPA) and technical noise studies for transportation projects using federal, state, regional, and local guidelines and methodology. His experience includes complex project- and program-level analyses of mixed-use development, traffic, transit, and transportation, community health risk assessments, vibration, industrial, infrastructure and utilities, telecommunications, hydroacoustics, and construction projects. He is certified in the use of the FHWA's Traffic Noise Prediction Model (TNM) and the US EPA AERMOD air dispersion model. Overflight noise level measurements, and emergency warning system design. Josh's relevant project experience includes analysis and preparation of the noise study report for the Mid-County Parkway EIR/EIS, a 16-mile transportation corridor in Riverside County and the noise monitoring portion and noise EIR section of the San Bernardino Countywide Plan.

FERNANDO SOTELO, PE, PTP | Senior Engineer, Transportation

Role: Traffic and Parking

**EDUCATION**

- MS, Civil Engineering (Transportation), University of Southern California
- BS, Naval Engineering, University of Sao Paulo, Brazil

Fernando is a registered traffic engineer in California and a certified transportation planner, with a master's degree in transportation engineering. He has extensive experience in CEQA and the technical aspects of transportation planning, including travel demand forecasting, traffic impact analyses, and parking demand studies. His professional experience with traffic and parking analyses includes several schools and a variety of land development uses, such as warehousing, mixed use, commercial, and recreation projects in southern and northern California. Fernando understands the complexities of transportation planning and plays a large role coordinating with subconsultants, often reviewing transportation studies and preparing transportation sections for EIRs for major projects such as general plan updates and specific plans. He focuses particular attention on issues such as vehicular circulation, site access, queuing, and pedestrian routes to school and safety. In addition to his experience in traffic, Fernando has prepared hundreds of technical studies for noise and air quality analyses on a variety of projects including a Traffic Impact Analysis for San Clemente High School and a Traffic Study for the Orange County Educational Arts Academy.

STEVE BUSH, PE, | Senior Engineer

Role: Hydrology/Water Quality, Health Risk Assessment

**EDUCATION**

- MS, Chemical Engineering, UC Los Angeles
- BS, Chemical Engineering, UC Santa Barbara

A member of both the Environmental Sciences and the CEQA teams, Steve's eclectic skill set covers a wide range of technical services. He applies his knowledge and skills to field sampling for remediation projects and data analysis for health risk assessments, rail studies, and pipeline safety assessments. He also has extensive stormwater analysis and management experience, which is used to focus and clarify hydrology and water quality sections for CEQA documentation. As a member of the CEQA team's air quality and greenhouse gas assessment group, Steve has completed air quality and GHG analyses for a variety of projects, including residential development, stormwater outlets, and marsh areas. Additionally, Steve is proficient in different air quality modeling software such as CalEEMod2013 and AERMOD.

ROBERT KAIN | GeoSpatial Services Business Leader

Role: GIS/Visualization

**EDUCATION**

- BS, Urban and Regional Planning, Cal Poly Pomona
- AA, Architecture, Palomar College, San Marcos

Robert has over 15 years of planning experience, including 10 years of municipal planning experience with the cities of Newport Beach and Dana Point. He is well versed in advanced and current planning practices in both the public and private sector and has an excellent understanding of the relationship between data management and its importance in achieving service delivery standards for the work of community development and public works departments.

Before joining PlaceWorks, Robert served as the manager of Community Design and GIS at Hogle-Ireland, where he managed and directed a team of professional urban designers, graphic artists, and GIS analysts in the production of a multitude of planning projects, including the development of specific plans, design guidelines, place making and city identity building, economic development marketing collateral, website develop, GIS land use analysis, policy map updates, and database integration.

JOHN P. KEATING, PE | PrincipalLinscott, Law & Greenspan | *Principal Traffic Engineer***EDUCATION**

- BS, Civil Engineering, University of Wisconsin, Madison

John has prepared, participated in or directed the preparation of several hundred traffic impact studies and reports and their subsequent integration into Environmental Impact Reports, Statements and Assessments). His work has included not only traffic impact studies but studies of parking impact and sufficiency, site access and internal circulation, and auto, pedestrian and public transit traffic circulation. He has worked closely with other professionals in the preparation and presentation of environmental documentation to citizens groups, local government engineers and planners, Transportation Commissions, Planning Commissions, and City Councils. He has also made presentations to the California Coastal Commission. He has managed traffic studies for many of the highest profile projects in San Diego such as the San Ysidro Border Crossing and Calexico Point of Entry; the Qualcomm Stadium and San Diego Convention Center Expansions; and the San Diego Zoo, SeaWorld San Diego Airport and Del Mar Fairgrounds Master Plans. He has also conducted numerous parking studies and planning studies for Caltrans and has served as the City Traffic Engineer for the City of Del Mar and as the Port District Traffic Engineer for the last 12 years and heads the transportation subcommittee for the Rancho Peñasquitos Planning Board.

MARGARET BORNYSZ | San Diego Operations ManagerECORP Consulting | *Senior Ecologist/Regulatory Specialist***EDUCATION**

- MS, Soil and Water Science, UC Riverside
- BS, Biology, San Diego State University
- California Rapid Assessment Method (CRAM) for Riverine Wetlands, UC Davis Extension

Margaret brings over 20 years of professional experience primarily focusing on regulatory and biological resource studies, edaphic feature characterization studies, permitting, compliance, management, and implementation of mitigation programs for wetlands and endangered species' habitats. She is typically included on project teams especially when projects need to comply with permits associated with Federal Clean Water Act, the State's Porter-Cologne Act, the Federal and State Endangered Species Acts, the Federal Migratory Bird Treaty Act, and the sections of the State's Fish and Game Code regarding protection of plant, aquatic, and terrestrial species, including migratory birds. She has worked closely with regulators from local, state, and federal levels to ensure that projects comply with environmental laws, are processed expeditiously, and completed in a manner consistent with the environmental commitments made. She has worked on land and resource management projects including providing support during the establishment of the Delhi Sands Flower Loving Fly Mitigation Bank and serving as Field Manager during restoration programs and long-term monitoring phases.

ADDITIONAL STAFF

Name, Title, Role	Education	Background/Experience Summary
PLACEWORKS		
YLIANA ORTEGA, JD Planner <i>Role: CEQA Project Planner</i>	<ul style="list-style-type: none"> ▪ BA, City & Regional Planning, Sustainable, Environments Minor, Cal Poly San Luis Obispo 	Assists the environmental team on various types of CEQA projects. In a short time, she has proven to be an exceptionally versatile planner.
TECHNICAL STUDIES		
JOHN VANG, JD Senior Associate <i>Role: Air Quality/GHG, Health Risk Assessment</i>	<ul style="list-style-type: none"> ▪ Master of Urban Planning, Design, & Development, Cleveland State University ▪ Juris Doctor, Cleveland-Marshall College of Law, Cleveland State University ▪ BA, Anthropology, UC Los Angeles 	Specialist on the air quality, greenhouse gas, and noise assessment team. Proficient in the various modeling software for air quality, health risk, and noise technical studies, such as EMFAC, AERMOD, SCREEN3, CALINE4, and the Federal Highway Administration's Traffic Noise Model.
ALYSSA WAY Project Planner <i>Role: Air Quality/GHG, Noise Analysis</i>	<ul style="list-style-type: none"> ▪ MA, City & Regional Planning, Environment & Sustainability, Cal Poly San Luis Obispo ▪ BA, Urban Studies, Environmental Design minor, UC Irvine 	Assists with air quality and GHG analysis; climate action and adaptation planning; and research, analysis, review, and writing of CEQA and NEPA compliance documents.
ISABEL GARCIA Project Planner <i>Role: Noise Analysis</i>	<ul style="list-style-type: none"> ▪ BS, Acoustics, Columbia College, Chicago 	Measures and analyzes noise data and assists with the preparation of stand-alone technical studies to support CEQA/NEPA compliance documents for projects such as residential, commercial, mixed-use, industrial, schools, and transportation.

Name, Title, Role	Education	Background/Experience Summary
KENNY PHAM, EIT Engineer <i>Role: Traffic/Parking</i>	<ul style="list-style-type: none"> ▪ BS, Civil Engineering, Transportation Specialization, UC Irvine 	Assists with gathering, analyzing, and modeling data for traffic, transportation, and parking studies, as well as assisting with the preparation of environmental analyses and documentation per CEQA and NEPA in the areas of transportation and traffic.
SCOTT ASHLOCK, ASLA Senior Associate <i>Role: Shade/Shadow Analysis, Visual Simulations</i>	<ul style="list-style-type: none"> ▪ BS, Landscape Architecture, Cal Poly Pomona 	Uses advanced skills in Adobe Creative Suite, ArcGIS, AutoCAD, 3DS Max, and SketchUp, tackles a wide range of aesthetic issues for a wide range of the most often complex of projects.
YUE ZHANG Designer <i>Role: Shade/Shadow Analysis</i>	<ul style="list-style-type: none"> ▪ Master of Landscape Architecture, Utah State University ▪ BEng. in Landscape Architecture, Southwest Jiaotong University 	Specializes in graphic, document design, and illustrations that include maps, 3D models, and renderings. Proficient with graphics programs such as Adobe Suite, AutoCAD, SketchUp, GIS, and 3D max.
ALEX REYES Designer <i>Role: Shade/Shadow Analysis, Visual Simulation</i>	<ul style="list-style-type: none"> ▪ BS, Landscape Architecture, Cal Poly Pomona 	Prepares visual simulations, lighting studies, and shade/shadow analyses for environmental documents using his diverse knowledge of computer programs to quickly create a working product and adapt it to individual client needs.
MICHAEL J. WATSON, PG Associate Geologist <i>Role: Geology/Geohazards Assessments</i>	<ul style="list-style-type: none"> ▪ BS, Geology, UC Riverside 	Proficient in conducting site assessments, geohazard studies, air quality and industrial hygiene assessments, groundwater investigations, and remedial actions.
DINA EL CHAMMAS GASS, EIT Project Engineer <i>Role: Hydrology/Water Quality, Health Risk Assessment</i>	<ul style="list-style-type: none"> ▪ Master of Engineering, Environmental and Water Resources Engineer, American University of Beirut, Lebanon ▪ Bachelor of Engineering, Civil Engineering, American University of Beirut, Lebanon ▪ MA, East Asian Studies, Maharishi University of Management, Fairfield, Iowa 	Experience in the fields of sustainability, environmental engineering, and sustainable watershed management; has helped prepare environmental impact statements for large construction sites and performed field baseline studies and data modeling and assessment, working with EPA, EU, and WHO environmental legislation and regulations.
ROBYN CHACONAS, EIT Project Engineer <i>Role: Hydrology/Water Quality</i>	<ul style="list-style-type: none"> ▪ BS, Mechanical Engineering, Colorado School of Mines, Golden 	Practical experience in engineering, construction, permitting, and community development. She is versed in oil and gas permitting, regulatory compliance, underground injection control, and oilfield waste management.
DENISE CLENDENING, PhD Associate Principal <i>Role: Site Assessment/Remediation</i>	<ul style="list-style-type: none"> ▪ PhD, Soil Physics, UC Riverside ▪ MS, Soil Science, UC Riverside ▪ BS, Geology, UC Riverside 	Expertise in human health risk assessments, site assessments, and investigations of chemical waste, including at Resource Conservation & Recovery Act (RCRA) and Superfund sites.
KARL RODENBAUGH, DEnv Senior Scientist <i>Role: Site Assessment</i>	<ul style="list-style-type: none"> ▪ DEnv, Environmental Science and Engineering, UC Los Angeles ▪ MPH, Environmental Health Sciences, UC Los Angeles ▪ BS, Biology, UC Riverside 	Technical liaison between public and private entities in the areas of water quality, public health, risk assessment, air quality, ecology, and hazardous waste management, and has been responsible for environmental assessment and field projects worldwide.
KIM HERKEWITZ GIS Manager <i>Role: GIS</i>	<ul style="list-style-type: none"> ▪ BS, Geography, Cal State Long Beach 	Significant experience combining and analyzing information from a variety of perspectives combining GIS with other applications such as Rhino 3D/RhinoTerrain, Mapbox/TileMill, and JavaScript/HTML5 to highlight crucial information and make it more accessible.
HALLEY GRUNDY Project Planner <i>Role: GIS/Visual Simulation</i>	<ul style="list-style-type: none"> ▪ BA, Architecture, Carnegie Mellon University 	Strong graphics skills help to communicate in a user-friendly manner that resonates with a broad audience ideas informed by a background in architecture and real estate development that are well grounded in the ins and outs of design as well as the reality of market constraints and opportunities.

Name, Title, Role	Education	Background/Experience Summary
SUBCONSULTANTS		
Linscott, Law & Greenspan		
CHRISTOPHER MENDIARA Associate Principal <i>Role: Transportation Planning, Parking Studies, Peer Review, Public Hearing Representation</i>	<ul style="list-style-type: none"> ▪ BA, Geography (Emphasis in Urban and Regional Analysis), San Diego State University 	<p>Has prepared or participated in the preparation of over 200 traffic studies for Master Plans, Redevelopment Plans, EIRs and various development projects including scope preparation, data collection and analysis, assessment of impacts on all modes of transportation, analysis of physical and operational mitigation measures, and report preparation. Also responsible for representing projects at public hearings and other public meetings.</p>
ROMÁN LOPEZ Transportation Planner II <i>Role: Transportation Planning</i>	<ul style="list-style-type: none"> ▪ Master of Public Policy, UC Los Angeles ▪ BA, Economics, University of Washington 	<p>Prepares and participates in the preparation of traffic impact studies and reports and their subsequent integration into Environmental Impact Reports, Statements and Assessments and has personally conducted studies throughout San Diego and Imperial Counties.</p>
ECORP Consulting		
LISA WESTWOOD, RPA Cultural Resources Specialist/ AB 52 Specialist <i>Role: Cultural Resources/ Tribal Consultation Specialist</i>	<ul style="list-style-type: none"> ▪ MA, Anthropology (Archaeology), Eastern New Mexico University ▪ BA, Anthropology, University of Iowa ▪ Registered Professional Archaeologist (RPA) #11692 ▪ San Diego County Approved Archaeologist 	<p>Expertise in archaeology and cultural resources law, and experience in CEQA/NEPA, permitting, and tribal consultation, with a focus on cultural resources policy and the negotiation and development of cultural resources compliance strategy for large master plans/specific plans, residential developments, and public sector projects. Also serves as a third-party mediator and negotiator between agencies, tribes, and the regulated community and their attorneys on several very high-profile and controversial projects in California. She contributed to the negotiation of the bill language in Assembly Bill 52 and subsequently developed an agency and planner training workshop that has been presented nearly 70 times throughout the state</p>
BRAD HALEY Senior Wildlife Biologist <i>Role: Biological Services Task Lead</i>	<ul style="list-style-type: none"> ▪ BA, Environmental Studies, University of Redlands ▪ CDFW Scientific Collecting Permit ▪ USFWS Recovery Permit for Listed Vernal Pool Branchiopods 	<p>Manages complex projects, effectively coordinates staff, conducts/ coordinates special-status species surveys, prepares Impact analyses, performs biological compliance mitigation and monitoring, and is adept at preparing Biological Technical Reports, Biological Assessments (BAs), Natural Environment Studies (NESSs), and the biological resources sections for CEQA and NEPA documents having a strong rapport with representatives of regulatory agencies and government entities.</p>
JOHN O'CONNOR Cultural Resources Specialist <i>Role: Technical Studies Support/Cultural Resources</i>	<ul style="list-style-type: none"> ▪ PhD candidate, Anthropology, University of Oregon (in progress) ▪ MA, Anthropology, University of Hawai'i at Mānoa ▪ BA (Highest Honors), Anthropology, University of Hawai'i at Mānoa ▪ Register of Professional Archaeologists (RPA# 36341398) ▪ California Historical Resources Information System (CHRIS) Authorized User 	<p>Has nine years of archaeological experience in North America and the Pacific Islands and has worked on professional and academic projects throughout California, Oregon, Hawaii, French Polynesia, and the Kingdom of Tonga with extensive archaeological field experience, including exploratory and inventory survey, feature mapping, subsurface testing, data recovery, artifact analysis, lithic analysis, remote sensing data capture, and geospatial data processing. Evaluates impacts to cultural resources for CEQA and NHPA Section 106 projects, the review of archaeological and ethnographic reports for agreement with Archaeological Resources Protection Act and American Indian Religious Freedom Act protocol, and the recovery and handling of cultural materials in accordance with Native American Graves Protection and Repatriation Act compliance recommendations.</p>

Full resumes for all staff can be provided upon request.

3. Methodology

CEQA/NEPA COMPLIANCE

Sometimes public agency personnel and CEQA/NEPA practitioners get mired in the details and forget to ask the most basic questions. For example, “Is the project a discretionary project subject to CEQA?” and “Is the activity categorically or statutory exempt or excluded from CEQA and/or NEPA?” Our methodical compliance approach to environmental regulations will ensure that unnecessary review and processes are not conducted for City of Lemon Grove projects. We will also review opportunities to streamline environmental review based on previous environmental documentation and/or approvals that may have been completed or through existing streamlining applications (CEQA Guidelines Article 12, *Special Situations*) and fairly new streamlining opportunities provided by Public Resources Code Sections 21083.3 and 21094.5.

Accurate environmental analysis and documentation cannot be prepared without the base of a good project description and understanding. Inherent in our approach to each project will be communication with City staff to obtain a clear, concise project description. Site visits are important and, where possible, this will include a site visit with the City’s representative. Similarly, a clear understanding of the project’s objectives and proposed schedule is critical.

Also key to our approach is assigning the appropriate staff to each project. This is important from a technical expertise standpoint, but also relative to level of experience. The most senior staff is not required for each task, and quality and accuracy of work completed by less experienced staff can be ensured by critical quality control review by supervisors.

Ongoing communication and responsiveness are critical for every project. Our typical approach is to assign a key day-to-day project manager for a project with a “back-up” assistant project manager or planner that is knowledgeable about the project and available if the project manager is unavailable. Our overall project manager for the City of Lemon Grove contract, Mark Teague, will be accountable and up-to-date on the status of each project that may be underway. He will coordinate with City staff and the CEQA/NEPA technical team to ensure that the CEQA process is smoothly executed, and that the technical analysis conforms to applicable federal, state, and local laws and regulations and meets the needs of responsible agencies, if appropriate.

Based on the type and complexity of the project, unusual environmental circumstances and constraints, and/or community opposition, PlaceWorks will work with the City to determine the most appropriate type of CEQA documentation: Exemption, (Mitigated) Negative Declaration, or Environmental Impact Report (EIR) and NEPA documentation, if appropriate. If appropriate, an Initial Study may be prepared to support a Notice of Exemption, (Mitigated) Negative Declaration, or Notice of Preparation of an EIR. The CEQA documentation will comply with Public Resources Code Sections 21000 et seq., and state CEQA Guidelines Sections 15000 et seq. PlaceWorks will be able to provide comprehensive production services and assist in the preparation of staff reports.

PlaceWorks' CEQA Documents Withstand Legal Challenges

CEQA is a cornerstone of California's environmental regulatory framework and has played a critical role in improving environmental quality. In recent years, projects statewide have seen a growing trend of litigation, in fact, the majority of challenges has occurred within the past 10 years. Most importantly, of the 26 total PlaceWorks-prepared CEQA documents that have been legally challenged, all of the completed cases have been upheld by the court (except for 4 settled cases, 1 for a proposed NFL stadium exempted by the court, and 1 pending, which we anticipate will be upheld).

This track record shows that during 40+ years in business, PlaceWorks cares about our clients' projects and maintaining our reputation.

DEFENSIBILITY

More and more, project opponents attempt to use challenges to environmental documentation and/or the process to delay or kill a project. It is our responsibility to ensure that the City of Rancho Cucamonga's projects are not hindered by successful challenges to CEQA and/or NEPA compliance. Review of documentation by our principals and in-house attorneys is built into our process. Moreover, PlaceWorks is diligent in staff education so that our environmental staff stay apprised of the constantly updated environmental requirements and statutes.

In addition to their 25+ and 20 years, respectively, of expertise as CEQA/NEPA professionals for virtually every type of project, senior advisors William Halligan and Nicole Morse are both environmental and land use attorneys. We are highly active in the Association of Environmental Professionals, and William Halligan currently serves as the Chair of AEP's legislative committee.

We provide in-depth CEQA/NEPA compliance management, legal oversight, and careful quality control, particularly when conducting third-party peer review. Whether coming in on a project to help resolve issues, reviewing team members' work, or serving as on-call staff at other agencies, we are skilled at reviewing the work of our peers and providing the compliance and quality control to ensure our clients' projects are successful.

QUALITY CONTROL

PlaceWorks has established a number of quality control and quality assurance procedures and protocols to ensure accuracy in our documents. We implement a tracking form that needs to be signed off for each stage of document review and production. Environmental documents cannot be reproduced until this form is signed by the project manager and project director. All documents are submitted to the firm's word processing center for standardized formatting and systematic checks. A technical editor reviews it for consistency, readability, grammar, and graphics or typographical errors. The project director reviews technical content and general format before it is sent back to the project manager.

Our reproduction staff produces and assembles documents in-house to ensure a higher level of quality control and reduced costs to our clients. After all revisions have been made and the final formatting completed, the document is printed, and production staff thumbs through it page by page to assure that no pages or figures are missing, and that formatting is consistent. Production staff makes the required number of copies and delivers them to the project manager, who has the ultimate responsibility for the quality of the document and ensuring that the environmental review process and the environmental documents satisfy the statutes and guidelines of CEQA and NEPA.

SCHEDULE ADHERENCE

Project schedules will be prepared for each project at the level of detail deemed necessary for project tracking and schedule adherence. We will work with staff to meet individual project objectives. Typically, we prepare MS Project schedules for each project. These schedules clearly highlight the critical path for a project and facilitate easy sharing and update by individual task. Additionally, detailed subtasks can be "collapsed" to generate less detailed project schedules for City personnel or decision makers who may not need or be interested in the minutiae of the project schedule and management.

COST CONTROL

Intrinsic to project efficiency and cost control are: appropriate staffing; schedule management and adherence; and accurate budget planning, tracking, reporting, and invoicing procedures. Costs are controlled when a project is completed efficiently and rework is not required.

PlaceWorks uses Deltek management and accounting software. Deltek allows each project manager to input staffing requirements at the level of detail required. For example, projected work can be input by weeks for short-term planning (e.g., 2–3 months) and by month (hours/week for the month) for a longer project. This allows us to manage workload to ensure that appropriate-level staff is available and busy on project tasks. For the City's projects, Mark Teague will coordinate with Bill Halligan to assign the appropriate staff to each task. The Deltek system also projects the cost for each task based on the staffing plans. Any change to hours is automatically reflected in the budget information. Most importantly, Deltek facilitates "real time" budget status information. Based on the weekly entry of time, the project manager can provide the budget status by the level of detail entered for the project (typically for milestone tasks at a minimum). If required, time entry and information can be facilitated by Deltek.

Our use of MS Project scheduling for projects is also a key component of cost control. Adhering to project schedules avoids unnecessary and expensive extended project management and coordination time. Our in-house report production and distribution team also assist us in cost control for our projects. Environmental team members have years of experience specifically reproducing, distributing, noticing, and maintaining the records for CEQA and NEPA compliance.

4. Experience

OUR APPROACH TO ENVIRONMENTAL STUDIES

PlaceWorks' approach to environmental studies is summarized as the combining of creative problem solving, integrity, accuracy, and attention to detail. With this approach, environmental analysis is not simply the accounting of impacts, but also addresses serious environmental concerns and finds opportunities to solve problems. Environmental analysis is an integral part of the planning process that we believe belongs in any initial stages of project development.

Our obligations to our clients include the following:

- **Quality.** We value our reputation as a quality firm, providing quality products and services to quality clients. To maintain the highest levels, PlaceWorks exercises quality control procedures wherein all project staff actively take part in quality control.
- **Objectivity.** Our environmental review systems rely on objective, unbiased reporting. We take very seriously our role in producing clearly written, objective documents.
- **Professionalism.** Our clients deserve high-quality work—the type of work that comes from a team dedicated to getting the details right. Equally important, we strive to stay on the leading edge of our profession.
- **Defensibility.** CEQA is constantly changing through court interpretations, statutory amendments and amendments to the guidelines. PlaceWorks, and our in-house attorneys, closely track these changes to ensure that our environmental documents are legally adequate.
- **Timely Performance.** Criticisms of CEQA are often related to the amount of time needed to satisfy its requirements. We pride ourselves in our ability to apply the resources necessary to satisfy our commitments. Our current and prior clients are the best indication for our ability to perform.

PlaceWorks has over three decades in environmental planning and science, bringing technical expertise and a long-term perspective in shaping responses to the dynamic State and federal regulatory environment. Our in-house project managers, environmental planners, scientists, and attorneys have handled projects of virtually every size and type. We use our expertise to formulate workable plans and programs while remaining neutral and objective to ensure environmental documentation withstands legal scrutiny. We deliver comprehensive environmental services, and client satisfaction is our top priority.

CEQA EXPERTISE

PlaceWorks is one of the West Coast's leading environmental planning firms. We have provided environmental documentation to public and private sector clients for over four decades under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). Our projects include large-scale comprehensive planning efforts, site-specific developments, and infrastructure improvements. Our reputation is built on our consistent production of effective and defensible environmental documents. Our team of in-house attorneys and senior staff continually monitor and report on environmental legislation, case law, and policies to ensure our documents reflect the latest developments and can withstand legal scrutiny. We translate this expertise into a variety of publications—

"I have been thoroughly satisfied with their work on all projects on which we have been jointly involved and appreciate their professionalism and thoughtful guidance on complex issues. In addition to demonstrating a clear understanding of our needs, they have brought to bear a unique combination of public policy knowledge and private development expertise. Their commitment to the City is reflected in their quality of work, timely response, customized solutions to our challenges, and overall responsiveness. I consider them a close extension of our staff and highly recommend PlaceWorks."

— Barry Curtis
Formerly, City of Irvine



including our popular and multi award-winning publication, *A Practical Guide to CEQA*, and topical *PlaceViews* newsletters. These publications make the procedural and substantive requirements of CEQA accessible to cities' staff, decision makers, and the public.

INTEGRATED DISCIPLINES

PlaceWorks takes an integrated and holistic approach to our planning and environmental projects. We are one of the few firms in California that offer services in environmental review as well as comprehensive planning and design. An ability to view projects through the prism of community planning is one of our strengths and a valuable perspective. Our environmental planners have broad planning backgrounds, understand the regulatory and policy framework, and consistently work closely with our urban and policy planners on work efforts. We believe that environmental considerations inform the planning process, and our acclaimed work on hundreds of general, specific, and master plans speaks to the success of such efforts.

IN-HOUSE TECHNICAL EXPERTISE

PlaceWorks' scientists, engineers, designers, and other specialists are experts in the technical aspects of comprehensive environmental review, including air quality, greenhouse gases, noise and vibration, traffic, shade/shadow analysis, geology, hydrology and water quality. Our staff brings rigorous methodologies to bear on the evaluation process. In the context of increasing litigation of environmental documentation, we believe this expertise is critical to maintaining analytically thorough, defensible documents. Further, we are able to offer ancillary services to our clients, such as environmental due diligence and water quality permitting, drawing from the breadth of our in-house technical expertise.

SOLUTIONS-ORIENTED FOCUS

Environmental analysis is not simply the accounting of impacts, but should address serious environmental concerns by anticipating issues and proactively working to solve problems. PlaceWorks' approach combines problem solving, accuracy, and attention to detail. We consider each project objectively and work with our clients to develop workable plans and programs. We find the most effective solutions often involve early input into the building design process so that measures can be incorporated as project features to lessen environmental impacts.

ON-CALL ENVIRONMENTAL MASTER AGREEMENTS

PlaceWorks has built strong relationships with many clients and prepared hundreds of CEQA/NEPA documents through our on-call environmental and planning services (most of which are multi-repeat contracts) contracts, including the following shown in this partial list:

- Coronado
- Solana Beach
- City of San Diego
- Laguna Beach
- Laguna Hills
- San Juan Capistrano
- Santa Ana
- Stanton
- Westminster
- Los Angeles, City Planning
- Los Angeles, Recreation & Parks
- Los Angeles, Regional Planning
- Los Angeles County, CAO's Office
- Los Angeles County Metropolitan Transportation Commission
- Los Angeles Unified School District
- Orange County Public Works
- Claremont
- Anaheim
- Colton
- Industry
- Irvine
- Pasadena
- Pomona
- Stockton
- Wildomar

In addition, we have worked with several private-sector clients to usher projects and applications through the development review process—plan review, environmental documentation, preparation of staff reports and attendance at public hearings, and other tasks as needed to process development projects.

TECHNICAL STUDIES

Air Quality, Greenhouse Gas Emissions, and Health Risk Assessments



Air Quality/GHG and Health Risk Assessment Services

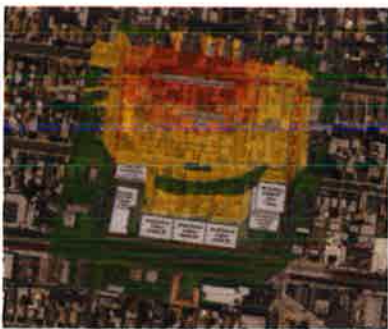
- Air Quality and Greenhouse Gas Emission Inventories
- Rule 9510 Air Impact Assessments (AIA)
- Localized Dispersion Modeling
- Health Risk Assessments
- Air Pollution Permits
- Climate Action/Greenhouse Gas Reduction Plans
- Carbon Monoxide (CO) Hot Spot Analyses
- Odor Analyses
- Air Quality Conformity Reports
- Vapor Intrusion Analyses
- Third-Party Environmental Adequacy Reviews

PlaceWorks stays on top of the changing circumstances of air quality, health risk, GHG modeling, and their thresholds. We have a strong technical grasp of modeling tools and protocols available for quantifying air quality and GHG emissions, including EMFAC (and EMFAC2014), CalEEMod, ISCST3/AERMOD, HARP, Off-Road (including off-road source categories), Caline, Landfill Emissions Model, and WARM models and data from the California Energy Commission, CARB, and the Energy Information Administration. We beta tested the CalEEMod emissions inventory model for SCAQMD, including the recent version, CalEEMod 2016.3.1; helped develop the CEQA GHG significance thresholds for the San Joaquin Valley Air Pollution Control District; and created a Climate Action Plan (CAP) Consistency Checklist for the City of Cupertino. We were involved with the County of San Diego consultant discussion on GHG thresholds in light of *Center for Biological Diversity v. California Department of Fish and Wildlife*, which culminated in the county's 2016 Climate Change Analysis Guidance for climate change impacts in CEQA documents.

We have extensive knowledge of the CEQA regulatory process and impact assessment methodologies established by the EPA, ICLEI, and other air quality management districts as well as the Office of Environment Health Hazards Assessment's Air Toxics Hot Spots Program Guidance Manual for the Preparation of Risk Assessments, which was adopted March 6, 2015. We are on top of the changing environment at the state level and local city dynamics.

PlaceWorks' technical staff has presented at conferences for the American Planning Association, Association of Environmental Professionals (AEP), Urban Land Institute, and other organizations, and our staff includes members of AEP's Climate Change Committee. They have assisted in the development of white papers on baseline GHG emissions inventories, forecasting GHG emissions inventories, establishing GHG reduction targets for general plans and GHG reduction planning, and most recently, a white paper on establishing GHG reduction targets and thresholds for post-2020 GHG emissions analyses. PlaceWorks is also familiar with the California Air Pollution Control Officers Association's (CAPCOA) Quantifying Greenhouse Gas Mitigation Measures, which it has regularly applied to community GHG emissions forecasts for the transportation sector.

Noise and Vibration Assessments



With more demand for large, multifamily housing projects, mixed-use developments, and repurposed facilities, the increased overlap of residential and industrial land uses seems unavoidable. The need to address noise and vibration during the planning, engineering, and start-up stages of a project is more important than ever.

PlaceWorks' principals, engineers, and noise specialists have extensive experience in applied engineering acoustics and industrial noise control. Our library of investigative software includes commercial packages such as SoundPLAN as well as powerful in-house, proprietary analysis models to evaluate every possible noise condition.

PlaceWorks uses the SoundPlan Model to assess noise levels and display the results in noise contours. This model takes into account varying terrain types, building attenuation, and other factors. The resulting color-coded contour map is far more informative than tables of results because it shows the geographic extent of the generated noise. When laid over an aerial map, the noise contours developed by this model illustrate noise exposure and magnitude at surrounding residences.

Environmental Impact Assessment

- Baseline Conditions Surveys
- Noise Source Identification
- Predictive Computer Modeling
- Regulation & Criteria Review
- Environmental Impact Documents
- Mitigation Recommendations
- Code Enforcement Evaluations
- Public Hearing/Workshop Support
- Legal Support / Expert Testimony

Noise Control

- Community Noise Monitoring
- Predictive Computer Modeling (SoundPLAN, in-house models)
- Engineering Design Support
- Equipment Emissions Evaluations
- Develop Noise Limit Specifications
- Worker Health & Safety Assessments
- Retrofit Noise Abatement Evaluations
- Compliance Verification Surveys
- Roadway/Railway Noise Analyses
- Transit Noise & Vibration Evaluations
- Predictive Computer Modeling (TNM, FTA, RCNM, FRA, etc.)
- Prepare Soundwall/Barrier Designs
- Evaluate Noise Abatement Methods

Architectural/Building Acoustics

- Partition Isolation Evaluations
- Sound/Vibration Intrusion Measurements
- Room Acoustics Testing (FSTC, FIIC, NC, NRC, and RT60)
- Emergency Alerting Evaluations (NFPA 72-2010)
- Mechanical / Plumbing Systems Evaluations

Vibration Evaluations

- Evaluate Annoyance Responses
- Assess Disruption of Vibration-Sensitive Operations
- Develop Construction Vibration Mitigation Plans

Traffic and Parking Studies

PlaceWorks' transportation engineers and planners combine technical traffic and parking expertise with a deep understanding of regulatory requirements under CEQA to prepare defensible transportation analyses to support planning and development projects. From access studies to comprehensive traffic impact analyses for land use developments and schools, PlaceWorks has successfully supported its clients with defensible analysis while being responsive to clients' needs using up-to-date methodologies and traffic simulation tools. Our unique understanding of CEQA and the development process drives us to address not only vehicular traffic but also to analyze alternative modes of travel. PlaceWorks is closely following the developments of SB 743, which will dramatically change how transportation impacts for projects are evaluated. Transportation planning services include:

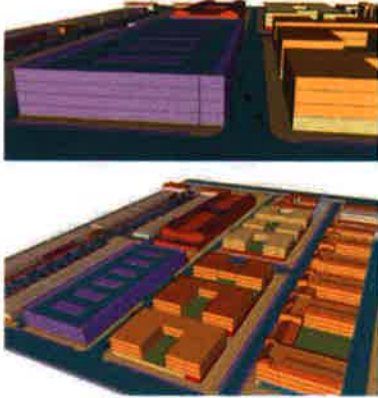
- Traffic Impact Analyses
- Trip Generation Studies
- School Transportation Planning
- Site Access and Circulation
- Parking Demand Studies
- Parking Management Plans

Geology/Soils and Environmental Site Assessments

Our professionally licensed geologists frequently supplement analyses with expert input on geophysically challenged projects. The range of specialized, in-house expertise is diverse, embracing various aspects of hydrogeology, slope stability, contaminant fate and migration, aerial photograph review and interpretation, erosion control, and grading.

PlaceWorks offers services that combine site assessment and environmental engineering. Our staff is expert in a variety of fields and includes environmental scientists, licensed professional engineers and geologists, and experienced environmental assessors. PlaceWorks understands the strengths and limitations of remedial technologies and relies on numerous tools to provide innovative, practical, and cost-effective solutions—risk assessment, modeling, treatability studies, negotiation, and practical know-how. Our ability to understand and apply regulatory and political closure requirements and to succinctly describe complex data sets allows us to prepare closure documents that are understandable, compliant, and trusted by local regulators and communities.





Visual Simulations

PlaceWorks has skilled staff who prepare graphics for visual impact analyses that help identify opportunities and constraints of existing conditions and proposed projects, both onsite and in the surrounding environment. Physical changes to an area as a result of proposed project alternatives, and the resulting change in appearance are identified, documented, and assessed in terms of their visual impact. Field studies are also conducted to determine potentially affected viewer groups within and near the project limits. Visual simulations and graphics are used to assess the potential visual impacts of the project, including any blocking or disruption of scenic views or vistas, damage or removal of any recognized scenic resources, substantially altered visual quality or visual character within the project limits, or creation of a substantial new source of light or glare.

- Shade and shadow analyses
- Lighting analyses
- Photorealistic and rendered view simulations
- Digital 3D modeling and animations of topographic grading, buildings, streets, and landscapes

Hydrology/Water Quality Studies and Water Supply Assessments

PlaceWorks has qualified stormwater pollution prevention plan developers and practitioners (QSD/QSPs) with many years of experience with:

- Stormwater pollution prevention plans (SWPPPs)
- Water quality management plans (WQMPs)
- Water supply assessments
- Post-construction stormwater operation and maintenance plans
- Designing low impact development (LID) and best management practices (BMPs) into site design
- Stormwater runoff modeling: pre- and post-development conditions
- Peer reviewing hydrology reports prepared by other consultants
- Determining reductions in peak flow rates with implementation of site LIDs and BMPs
- Storm sewer system design for projects of 10 acres or less

REFERENCES

Client Name & Project Location	Contact Name & Tel & Email	Projects	Key Staff Involved
PLACEWORKS			
City of San Diego	Laura Black, AICP Deputy Director, Long Range Planning 619.533.4549 lblack@sandiego.gov	<ul style="list-style-type: none"> ▪ Fiesta Island-Mission Bay Park Master Plan EIR ▪ Morena Corridor Specific Plan and EIR ▪ De Anza Cove Development Plan and EIR 	Peterson, Teague, Gelbman, Kim, Paul, Vermilion, Carman, Sotelo, Bush
City of Anaheim	Susan Kim, AICP, LEED AP Principal Planner Community Development 714.765.4958 skim@anaheim.net	<p>On-Call Environmental Services. More than 6 dozen projects since 2006, including:</p> <ul style="list-style-type: none"> ▪ Beach Boulevard Corridor Specific Plan EIR ▪ Anaheim Plaza Hotel Addenda ▪ La Palma Village IS/MND ▪ Honda Center Enhancement EIR ▪ Anaheim Canyon Specific Plan EIR ▪ Kaiser Permanente Medical Center EIR ▪ Platinum Triangle EIR ▪ Anaheim General Plan and EIR 	Halligan, Morse, Kim, Vermilion, Carman, Sotelo, Bush, Kain
City of Irvine	William Jacobs, AICP Principal Planner 949.724.6521 bjacobs@ci.irvine.ca.us	<p>On-Call Environmental Services. More than 5 dozen projects since 2006, including:</p> <ul style="list-style-type: none"> ▪ Irvine CEQA Manual ▪ Irvine Business Complex Visioning and EIR ▪ Irvine General Plan and EIR ▪ Planning Areas 18 and 39 EIR ▪ Shady Creek Memorial EIR ▪ Avalon Jamboree Subsequent EIR 	Halligan, Morse, Kim, Vermilion, Carman, Sotelo, Bush, Kain
City of Coronado	William Cecil Capital Projects Manager 619.522.7314 bcecil@coronado.ca.us	<ul style="list-style-type: none"> ▪ Coronado Beach Restroom EIR ▪ Coronado Gateway 	Teague, Peterson
City of Solana Beach	Leslea Meyerhoff, AICP 760.804.9144 lmeyerhoff@cosb.org	<ul style="list-style-type: none"> ▪ Solana Beach Senior Care Specific Plan EIR ▪ CEQA for Solana Beach Dog Park 	Teague, Paul

SUBCONSULTANTS

Client Name & Project Location	Contact Name & Tel & Email	Project Description
Linscott, Law & Greenspan		
City of Escondido	Jay Petrek, AICP Principal Planner 760.839.4556 jpetrek@ci.escondido.ca.us	Complete Streets Assessment Report to set a strategic vision for Escondido and identify innovative & highly effective recommendations to promote active transportation in the City. LLG conducted comprehensive review of the existing policies, gathered community input, evaluated connections between major destinations and other bicycle, pedestrian and transit facilities, coordinated and integrated with the general plan; evaluated bicycle facilities, vehicular parking, traffic calming measure, bicycle parking; collected bicycle/pedestrian data and mode choice information, VMT and SOV trip reduction, bike sharing and bicycle parking for the City and the City's Downtown Core Village separately. LLG conducted a comprehensive review of City's policies, goals and standards, and proposed more than 100 innovative policies to provide a balanced multimodal transportation network with context-sensitive solutions throughout the City.

Client Name & Project Location	Contact Name & Tel & Email	Project Description
City of National City <ul style="list-style-type: none"> ▪ National City S.M.A.R.T. Foundation 	Steve Manganiello Director of Public Works 619.336.4380 smanganiello@nationalcityca.gov	LLG provided recommendations to enhance neighborhoods in the City of National City by providing improved pedestrian and bicyclist access and by providing suggested routes to school improvements. The project is funded by a Community-Based Transportation Planning Grant (CBTP) that supports livable communities, Smart Growth land-use and transportation planning, long-term economic development, multimodal linkages between jobs and housing, commute alternatives, and safe pedestrian and bicycle travel. The project is a part of the National City S.M.A.R.T. Foundation (Safe, Multi-modal, Accessible Routes to Transit, Work, School, Services and Recreation), which is based upon improvements to the walkability and bikeability of a community.
University of California, San Diego <ul style="list-style-type: none"> ▪ Long-Range Development Plan ▪ Vehicle Miles Traveled Analysis 	Cathy Presmyk Assistant Director of Environmental Planning 858.534.3860 cpresmyk@ucsd.edu	A comprehensive transportation review was conducted for the UC San Diego Long-Range Development Plan (LRDP) which guides the physical development of the campus through the horizon year of 2035. The Transportation Impact Study evaluated the LRDP's potential vehicular impacts based on the currently adopted guidelines which focus on Automobile Delay (or Level of Service). The study analyzed seventy (70) intersections, sixty-two (62) street segments, ten (10) freeway mainline segments, and thirteen (13) ramp meter locations within the University City community. Existing, Near-Term and Long-Term conditions were reviewed. An extensive Vehicle Miles Traveled (VMT) analysis was completed for this Plan that reviewed potential VMT impacts as proposed by the California Governor's Office of Planning and Research (OPR) to implement SB 743.
ECORP Consulting		
City of Carlsbad <ul style="list-style-type: none"> ▪ City of Carlsbad Tribal, Cultural, and Paleontological Resources Guidelines 	Teri Delcamp Principal Planner 760.602.4611 teri.delcamp@carlsbadca.gov	Developed through consultation with tribes, industry professionals, City, and the public to include a standardized set of procedures by which the City takes into account the impacts of projects to cultural, tribal, and paleontological resources in a manner that weaves together all of the various regulatory and legal requirements within which the City operates. The Guidelines are written so that both technical and non-technical staff including consultants, tribes, planners, and developers, can gain a clear understanding of cultural requirements. The Guidelines include a list of standardized mitigation and treatment measures that have been mutually agreed upon by the City, stakeholders, tribe, and the public through an intensive review process.
City of Poway <ul style="list-style-type: none"> ▪ Annual Channel Maintenance Program 	Melody Rocco, PE Senior Civil Engineer 858.668.4622 MRocco@poway.org	Biological and Regulatory support for a program that maintains storm water conveyance within 4.8 miles of flood control channels to minimize potential flooding and as a form of vector control under a USACE Regional General Permit. Provided biological surveys, monitoring, and reporting services in support of the Program.
City of Poway <ul style="list-style-type: none"> ▪ Martincoit Road Sewer Upsize 	Brian Banzuelo, PE, QSD Project Manager 858.668.4623 bbanzuelo@poway.org	Biological and Cultural Resources Technical Studies and Regulatory Support for Project that consists of replacing and upsizing approximately 4,840 feet of sewer pipe in urban, residential, riparian, and open space areas. Coordinated with engineer to develop the least environmentally damaging approaches to construction work. Also assisted the City with various on-call tasks. For example, performed general biological constraints surveys for emergency maintenance tasks, nesting bird surveys for unanticipated maintenance tasks, assistance with environmental permitting, and agency consultation in support of program continuance.

RELEVANT PROJECTS

FIESTA ISLAND-MISSION BAY PARK EIR | A Man-Made Island as Park

City of San Diego

PlaceWorks prepared an update, amendment, and environmental impact report for the Fiesta Island Precise Plan, which is part of the Mission Bay Master Plan. This man-made island in Mission Bay—home to the annual “Over the Line” sporting event that includes bicycle races, swimming, horseback riding, and camping—is envisioned as a regional park space with both active and passive facilities. The primary reason for amending the plan is to support an off-leash dog park that would be the largest in the nation.



The original planning for this project began in 2006 with another firm, but it was placed on hold until PlaceWorks was awarded the 2016 contract to restart it. Because of the controversy surrounding the initial planning of the park, the EIR evaluates two different designs at the same level throughout the document.

SOLANA DOG BEACH NOE | Solana Beach Zoning Amendment

City of Solana Beach

Amid community opposition and project supporters, PlaceWorks prepared a notice of exemption under a Class 5 categorical exemption, Minor Alterations in Land Use Limitations, to allow dog access on the entire length of city beaches. When connected to the two existing dog beaches immediately north and south of the city, this would create a six-mile dog beach. The city’s beaches consist of sandy beaches under cliffs, adjacent landscaping, life guard towers, beach access stairways, and tide pools. Several technical memoranda supported the NOE.



Biological Resources Report. Because of existing regular disturbance by pedestrians and vehicles, dog access would not impact sensitive vegetation communities, plant species, or animal species.

Water Quality Technical Assessment. With the proper handling of dog waste, the water quality at city beaches would not be compromised.

Noise Evaluation. The nearest residences are separated by a 60- to 80-foot cliff; noise from dogs barking and people shouting would not be substantial, nor would additional vehicles.

Traffic Assessment. Using data from surveys at dog beaches to the north and south, PlaceWorks determined that beach patrons with

MORENA CORRIDOR SPECIFIC PLAN AND EIR | “A Refined TOD Planning and Development Program

City of San Diego

The Morena Corridor Specific Plan—a transit-oriented specific plan along Morena Boulevard in San Diego—facilitates reinvestment and development of a post-World War II suburban character neighborhood to support two future light rail stations. PlaceWorks managed the specific plan and EIR, which are actually the second phase of what was expected to be a two-phase process. However, when the first phase failed amid an explosion of public opposition, PlaceWorks was called in to start from scratch and prepare a refined planning and development program that would effectively facilitate redevelopment of the project area.



The greatest challenges were erasing the negative impressions made by poor planning concepts and products and navigating the sea of mistrust engendered during the first phase. PlaceWorks managed an extensive public outreach program that included ample opportunities for community feedback and other public input. The project ultimately encompassed preparation of a specific plan with site design concepts and illustratives, visual simulations, new development standards and design guidelines, and an altogether new mobility network as well as an EIR and supporting technical studies.

ONLINE CEQA TRAINING | Practical Instruction from Experts

University of California San Diego

PlaceWorks was invited to assist in the curriculum for the University of California, San Diego Extension’s CEQA Certificate Program. Far ahead of other higher education programs, the university recognized an unmet need for practical CEQA instruction in higher education, and this is the first and only program of its kind in California. It gives students a unique opportunity to learn about the CEQA process in an extended and highly structured academic setting. The certificate program requires completion of two core classes and two advanced elective courses.



PlaceWorks developed the syllabus for “Writing Effective CEQA Documents,” and we have been instructing this online course in the Fall 2017 and Winter 2018 semesters. The course teaches students from a wide range of professional and educational backgrounds how to prepare technically compliant, legally defensible, and high quality environmental documents.

PlaceWorks’ environmental team members share their real world CEQA expertise with both aspiring and existing professionals in the private and public sectors—planners, environmental scientists, engineers, architects, project managers, and decision-makers. This highly interactive course, with an online “discussion board” and email feedback from instructors, gives students ample access to PlaceWorks’ CEQA experts.

GLORIETTA BAY DOCK INITIAL STUDY/MND | Environmental Issues by the Bay
City of Coronado



PlaceWorks prepared an IS/MND for two projects in Glorietta Bay. The first component entailed replacing an existing dock to meet current standards of the American with Disabilities Act and California Department of Boating and Waterways. Due to requirements for wider paths and waterways, the footprint of the reconstructed facility

encroached into an area designated “Open Bay.” The encroached area contains eel grass, which would be dredged and, depending on its quality, either disposed of in an appropriate landfill or reused at an existing eel grass mitigation area in the bay.

The second component for boat launch facilities included improving the boat wash catch basin system with a sand separator that would be connected to the sanitary sewer system; regrading and repaving the parking lot to direct runoff into the catch basin and maximize the number of parking stalls; replacing the headwall leading to the gangway/dock; and repairing existing riprap. The area north of the boat launch ramp would be cleared of riprap and developed as a small sandy beach to allow nonmotor watercrafts to access the bay.

The Initial Study analyzed two different options, and the City Council considered the impacts of each. The initial study was amended to reflect the preferred option and released for public review.

ON-CALL ENVIRONMENTAL SERVICES | Easing the Transition from Greenfields to Infill
City of Irvine

Incorporated in 1971, the City of Irvine is transitioning from greenfield to infill development. Since 2004 PlaceWorks has been assisting the city with this transition under repeat master service agreements. Our successful collaborative efforts include:



- Third-party peer review of a human health risk assessment (HHRA) for two new Montessori schools.
- Third-party peer review of site assessment documents from a wide range of projects—from single apartment buildings to Heritage Fields, District 3 (part of former El Toro Marine Corps Air Station). Assessments include Phase I environmental site assessments, soil sampling reports, HHRAs, and soil cleanup work plans.
- Streamlining the city’s CEQA process by creating a single guidance manual to optimize the efficiency, flexibility, and defensibility of the CEQA process. This document received a 2014 Merit Award for an Environmental Resource Document from the California Association of Environmental Professionals.
- General plan update that is currently completing studies and extensive public outreach in anticipation of the associated EIR. The goal is to maintain long-term competitiveness for the city while improving key community services.

THE PLATINUM TRIANGLE EIR | Anaheim’s Urban Community
City of Anaheim

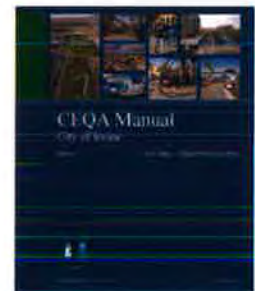
The Platinum Triangle is home to such landmarks as Angel Stadium, Honda Center, and the Grove of Anaheim. The Platinum Triangle Master Plan is part of an effort to attract residents and businesses, making Anaheim a desirable urban community as well as a popular vacation spot. The Subsequent Environmental Impact Report No. 2 analyzes proposed amendments to the Anaheim General Plan and to the Platinum Triangle Mixed-Use Overlay Zone and Master Land Use Plan that will increase allowable residential, office, and commercial space. The master plan envisions the development of the Anaheim Regional Transportation Intermodal Center, which would complement local urban communities such as A-Town and The Gene Autry Experience by providing alternative transportation and making Anaheim a hub of Southern California. The increased intensity has the potential to impact public services, traffic, and utilities, which are thoroughly analyzed in the EIR.



IRVINE CEQA MANUAL | “One Stop Shop” for CEQA Practitioners
City of Irvine

PlaceWorks assisted the City of Irvine with a streamlined guidance manual that:

- Ensures the quality, accuracy, and completeness of environmental documents.
- Provides a framework for consistent review of projects.
- Establishes a uniform environmental review process.



The project team updated and consolidated the city’s CEQA procedures and technical guidelines into a single resource document. Input from developers, business owners, and representatives of almost every city department went into the creation of this one-stop shop of CEQA procedures, guidelines, thresholds, and methodology for city staff and consultants. The manual’s meticulous organization into three sections imposes clarity on a sometimes fiendishly confusing process and optimizes the efficiency, flexibility, and defensibility of the CEQA process for the city.

Since 2004 PlaceWorks has provided on-call CEQA services to the City of Irvine under repeat, multi-year contracts. To date, we have provided all levels of CEQA documentation and third party peer review for more than four dozen projects. The CEQA Manual is one such project.

5. Fee Schedule


Per the instructions in the RFQ, our fee schedule and those of our proposed subconsultants are provided in a separately sealed packet.

6. Agreement Review

PlaceWorks has reviewed the City's Professional Services Agreement and we are willing to sign the agreement as is.

7. Insurance Requirements

On the following page is a sample certificate of insurance demonstrating PlaceWorks' ability to comply with the insurance requirements specified in RFQ Attachment A - Professional Services Agreement.

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 11/29/2018		
<p>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.</p>						
<p>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).</p>						
PRODUCER Marsh Risk & Insurance Services 17901 Von Karman Avenue, Suite 1100 (949) 399-5800; License #0437153 Irvine, CA 92614 Attn: NewportBeach.CertRequest@marsh.com F: 212-948-4323 CN115158923-01-18-19			CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL: ADDRESS:			
INSURED PlaceWorks, Inc Dba: The Planning Center Design Community & Enloment 3 MacArthur Place, Suite 1100 Santa Ana, CA 92707			INSURER(S) AFFORDING COVERAGE		NAIC #	
			INSURER A : Crum & Foster Specialty Insurance Co		44520	
			INSURER B : Travelers Property Casualty Company Of America		25674	
			INSURER C :			
			INSURER D :			
			INSURER E :			
			INSURER F :			
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
		LOS-002412806-01				
<p>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.</p>						
INBR LTR	TYPE OF INSURANCE	ADDL SUBR BRD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI & PD Ded. \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		EPK122995	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ex minimums) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPIOP AGG \$ 5,000,000 Contractors Pollution \$ 5,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BA7E37816718CAG	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coil Deductibles \$ 1,000 EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$ \$ \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	UB7K7286761843G	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> Errors & Omissions-Claims Made Retro Dates: See 2nd Page		EPK122995	07/01/2018	07/01/2019	Each Claim/Aggregate 5,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
CERTIFICATE HOLDER			CANCELLATION			
			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 of Marsh Risk & Insurance Services Rosalynda Martinez <i>R. Martinez</i>			
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ACORD 25 (2016/03)		The ACORD name and logo are registered marks of ACORD				



PlaceWorks – 2018 Standard Fee Schedule

STAFF LEVEL	HOURLY BILL RATE
Principal	\$195–\$335
Associate Principal	\$180–\$230
Senior Associate/Senior Scientist	\$150–\$230
Associate/Scientist	\$120–\$180
Project Planner/Project Scientist	\$95–\$135
Planner/Assistant Scientist	\$85–\$110
Graphics Specialist	\$65–\$160
Clerical/Word Processing	\$45–\$180
Intern	\$65–\$95

Subconsultants are billed at cost plus 10%.

Mileage reimbursement rate is the standard IRS-approved rate.

Last Update: 03/19/18

PlaceWorks – In House Production Costs

Item		Cost
Color Prints (to the HP 9500s on heavier HP paper)	8½" x 11"	1.25/pg.
	8½" x 14"	1.25/pg.
	11" x 17"	2.50/pg.
B&W Copies	8½" x 11"	.10/pg.
	8½" x 14"	.10/pg.
	11" x 17"	.20/pg.
Color Copies	8½" x 11"	.80/pg.
	8½" x 14"	.80/pg.
	11" x 17"	1.60/pg.
Large Format Printing - Plotter (Black & White)		0.75/sq. ft.
Large Format Printing - Plotter (Color)		10.00/sq. ft.
Large Format Scanning (Color or Black & White)		4.00/sq. ft.
High-Speed Scanning to PDF File(s)	Black & White or Color	8½" x 11" .10/pg.
		8½" x 14" .10/pg.
		11" x 17" .20/pg.
Folding – Z-fold (e.g., figures)		No Charge
Collating, removing slipsheets, inserting figures		
Comb binding pieces		
Heavy-duty mylar covers (GBC presentation covers) heavyweight		
CD-ROMs	Supplying CD, copying data, printing/applying standard labels	\$10.00/ea.
	Special Labels and/or Covers (printing, applying, cutting, inserting)	Labor at \$70/hr.

NOTES:

- 1) A copy equals a side (a double-sided page counts as two copies)
- 2) Costs of special supplies (e.g., 3-ring binders; direct-print index tabs) will be charged to the project with markup.
- 3) All reimbursable expenses are billed at cost plus 10%.

FEE SCHEDULE



Effective January 1, 2018

<u>TITLE</u>	<u>PER HOUR</u>
<i>Principals</i>	
Principal	\$ 255.00
Associate Principal.....	\$ 229.00
Planning/Design Manager.....	\$ 213.00
<i>Transportation Engineers</i>	
Senior Transportation Engineer	\$ 189.00
Transportation Engineer III.....	\$ 167.00
Transportation Engineer II.....	\$ 141.00
Transportation Engineer I	\$ 121.00
<i>Transportation Planners</i>	
Senior Transportation Planner	\$ 167.00
Transportation Planner III.....	\$ 141.00
Transportation Planner II	\$ 121.00
Transportation Planner I	\$ 108.00
<i>Technical Support</i>	
Engineering Associate II.....	\$ 120.00
Engineering Associate I.....	\$ 116.00
Engineering Computer Analyst II.....	\$ 114.00
Engineering Computer Analyst I.....	\$ 90.00
Senior CADD Drafter	\$ 116.00
CADD Drafter III.....	\$ 108.00
CADD Drafter II	\$ 95.00
CADD Drafter I	\$ 82.00
Senior Engineering Technician.....	\$ 116.00
Engineering Technician II.....	\$ 108.00
Engineering Technician I.....	\$ 82.00
Word Processor/Secretary	\$ 76.00
Engineering Aide I.....	\$ 58.00

Public Hearing and litigation support may be charged at 125% of the base rate. Consultation in connection with litigation and Court appearances will be quoted separately.

Project-related mileage will be billed at the prevailing standard mileage rate as determined by the IRS. Subcontractors and other project-related expenses will be billed at cost plus 15%.

The above schedule is for straight time. Overtime will be charged at 1.50 times the standard hourly rates. Interim and/or monthly statements will be presented for completed work. These will be due and payable upon presentation unless prior arrangements are made. A finance charge of 1.5% may be charged each month on the unpaid balance.

Engineers & Planners
Traffic
Transportation
Parking

Linscott, Law & Greenspan, Engineers
20931 Burbank Boulevard
Suite C
Woodland Hills, CA 91367
818.835.8648 T
818.835.8649 F
www.llgengineers.com

Pasadena
Irvine
San Diego
Woodland Hills

Philip M. Linscott, PE (1924-2000)
Jack M. Greenspan, PE (Ret.)
William A. Law, PE (Ret.)
Paul W. Wilkinson, PE
John P. Keating, PE
David S. Shender, PE
John A. Boarman, PE
Clara M. Look-Jaeger, PE
Richard E. Barretto, PE
Keil D. Maberry, PE

ECORP Consulting, Inc. Schedule of Hourly Fees

Position	Hourly Rate
Program Manager	\$200.00
QA/QC Manager	\$195.00
Principal Environmental Analyst (CEQA/NEPA)	\$200.00
Senior Environmental Analyst (CEQA/NEPA)	\$185.00
Staff Environmental Analyst (CEQA/NEPA)	\$125.00
Associate Environmental Analyst (CEQA/NEPA)	\$110.00
Assistant Environmental Analyst (CEQA/NEPA)	\$90.00
Principal Biologist	\$200.00
Senior Biologist	\$160.00
Staff Biologist	\$125.00
Associate Biologist	\$100.00
Assistant Biologist	\$90.00
Biological Technician	\$85.00
Principal Botanist/Habitat Restoration	\$155.00
Senior Botanist/Habitat Restoration	\$140.00
Assistant Botanist/Habitat Restoration	\$100.00
Cultural Resources Principal Investigator	\$185.00
Senior Cultural Specialist/Historian/Lab/Field Director	\$145.00
Cultural Resources Crew Chief	\$115.00
Cultural Resources Field Technician	\$90.00
Principal GIS/CADD/Graphics Specialist	\$160.00
Senior GIS/CADD Specialist	\$145.00
GIS/CADD Technician	\$100.00
Graphics Specialist	\$145.00
Senior Project Accountant/Contracts	\$170.00
Associate Project Accountant/Contracts	\$105.00
Production Coordinator/Proof Reader	\$100.00
Associate Word Processor	\$95.00
Clerical	\$95.00

Expense Reimbursement/Other:

1. Reproduction, equipment and other direct expenses are reimbursed at cost plus a 14-percent administrative handling charge (excluding mileage and per diem).
2. Subcontractor expenses are reimbursed at cost plus a 12-percent administrative handling charge.
3. Mileage is reimbursed at the current IRS rate.
4. Rental vehicles will be charged at the current standard daily rate, typically \$100 per day.
5. Per Diem, depending upon geography, may be charged if overnight stays are required.
6. Expert Witness Testimony, including Depositions, is billed at time and a half.
7. Hourly rates will escalate at a rate of 3% per annum.

**AGREEMENT
BY AND BETWEEN
THE CITY OF LEMON GROVE
AND
SUMMIT FINANCIAL GROUP**

THIS AGREEMENT is entered into this [DAY] of [MONTH] 2019, by and between the CITY OF LEMON GROVE, a municipal corporation (the "CITY"), and SUMMIT FINANCIAL GROUP, an Environmental Impact Assessment and Project Management services provider (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY desires to employ a CONTRACTOR to provide On-Call CEQA Consulting Services.

WHEREAS, the CITY has determined that the CONTRACTOR is a Environmental Impact Assessment and Project Management services provider, and is qualified by experience and ability to perform the services as an on-call basis desired by the CITY, and the CONTRACTOR is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONTRACTOR.** The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services hereinafter set forth in accordance with all terms and conditions contained herein.

The CONTRACTOR represents that all services required hereunder will be performed directly by the CONTRACTOR or under direct supervision of the CONTRACTOR.

2. **SCOPE OF SERVICES.** The CONTRACTOR will perform services as set forth in the attached Exhibit "A" and in accordance with the attached Exhibit "B."

The CONTRACTOR shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONTRACTOR shall appear at meetings cited in Exhibit "A" to keep staff and City Council advised of the progress on the project.

The CITY may unilaterally, or upon request from the CONTRACTOR, from time to time reduce or increase the Scope of Services to be performed by the CONTRACTOR under this Agreement. Upon doing so, the CITY and the CONTRACTOR agree to meet in good faith and confer for the purpose of negotiating a

corresponding reduction or increase in the compensation associated with said change in services, not to exceed the total amount of thirty thousand dollars (\$30,000).

3. **PROJECT COORDINATION AND SUPERVISION.**

The City Manager, Lydia Romero, hereby is designated as the Project Manager for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR.

4. **COMPENSATION AND PAYMENT.** The compensation for the CONTRACTOR shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed two thousand five hundred (\$2,500) (the Base amount) without prior written authorization from the City Manager. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A" as determined by the CITY.

The CONTRACTOR shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY and for furnishing of copies to the CITY, if requested.

5. **LENGTH OF AGREEMENT.** This Agreement will end March, 01, 2022, with the option to extend for an additional twelve (12) months until March 01, 2023.

6. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR for this Project, whether paper or electronic, shall become the property of the CITY for use with respect to this Project, and shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONTRACTOR hereby assigns to the CITY and CONTRACTOR thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this agreement, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONTRACTOR shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONTRACTOR agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium or method utilize the

CONTRACTOR's written work product for the CITY's purposes, and the CONTRACTOR expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings or specifications prepared by the CONTRACTOR shall relieve the CONTRACTOR from liability under Section 14 but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of this project, unless otherwise mutually agreed.

7. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint venturers with one another. Neither the CONTRACTOR nor the CONTRACTOR'S employees are employees of the CITY and are not entitled to any of the rights, benefits, or privileges of the CITY's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONTRACTOR and the CONTRACTOR's employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONTRACTOR and its employees. Neither this Agreement nor any interest herein may be assigned by the CONTRACTOR without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONTRACTOR from employing or hiring as many employees, or subcontractors, as the CONTRACTOR may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONTRACTOR with its subcontractor(s) shall require the subcontractor to adhere to the applicable terms of this Agreement.

8. **CONTROL.** Neither the CITY nor its officers, agents or employees shall have any control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees except as herein set forth, and the CONTRACTOR expressly agrees not to represent that the CONTRACTOR or the CONTRACTOR's agents, servants, or employees are in any manner agents, servants or employees of the CITY, it being understood that the CONTRACTOR, its agents, servants, and employees are as to the CITY wholly independent contractors and that the CONTRACTOR's obligations to the CITY are solely such as are prescribed by this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAW.** The CONTRACTOR, in the performance of the services to be provided herein, shall comply with all applicable State and Federal statutes and regulations, and all applicable ordinances, rules and regulations of the CITY OF LEMON GROVE, whether now in force or subsequently enacted. The CONTRACTOR, and each of its subcontractors, shall obtain and maintain a current CITY OF LEMON GROVE business license prior to and during performance of any work pursuant to this Agreement.

10. **LICENSES, PERMITS, ETC.** The CONTRACTOR represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONTRACTOR represents and covenants that the CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONTRACTOR to practice its profession.

11. **STANDARD OF CARE.**

A. The CONTRACTOR, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONTRACTOR'S trade or profession currently practicing under similar conditions and in similar locations. The CONTRACTOR shall take all special precautions necessary to protect the CONTRACTOR's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this agreement, the CONTRACTOR warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONTRACTOR's professional performance or the furnishing of materials or services relating thereto.

C. The CONTRACTOR is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONTRACTOR has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONTRACTOR has notified the CITY otherwise, the CONTRACTOR warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONTRACTOR to use due diligence under this sub-paragraph will render the CONTRACTOR liable to the CITY for any increased costs that result from the CITY's later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

12. **NON-DISCRIMINATION PROVISIONS.** The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONTRACTOR will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

13. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONTRACTOR certain confidential information to enable the CONTRACTOR to effectively perform the services to be provided herein. The CONTRACTOR shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONTRACTOR shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 13, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONTRACTOR, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONTRACTOR without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONTRACTOR by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONTRACTOR shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONTRACTOR shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONTRACTOR shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

14. **INDEMNIFICATION AND HOLD HARMLESS.** The CONTRACTOR agrees to defend, indemnify, and hold harmless the CITY OF LEMON GROVE, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONTRACTOR's negligent performance of this Agreement.

15. **WORKERS' COMPENSATION.** The CONTRACTOR shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar state or Federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, and employees from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONTRACTOR under this Agreement.

16. **INSURANCE.** The CONTRACTOR, at its sole cost and expense, shall purchase and maintain, and shall require its subcontractors, when applicable, to

purchase and maintain throughout the term of this agreement, the following insurance policies:

A. If checked, Professional Liability Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. Automobile insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include non-owned vehicles.

C. Comprehensive general liability insurance, with minimum limits of \$1,000,000 combined single limit per occurrence, covering all bodily injury and property damage arising out of its operation under this Agreement.

D. Workers' compensation insurance covering all of CONTRACTOR's employees.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY of cancellation or material change.

F. Said policies, except for the professional liability and worker's compensation policies, shall name the CITY and its officers, agents and employees as additional insureds.

G. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONTRACTOR shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement.

H. Any aggregate insurance limits must apply solely to this Agreement.

I. Insurance shall be written with only California admitted companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the CITY.

J. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY. If the CONTRACTOR does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

17. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or

suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

18. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation shall be settled by arbitration in San Diego, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

19. **TERMINATION.** A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONTRACTOR. During said 60-day period the CONTRACTOR shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONTRACTOR in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONTRACTOR as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONTRACTOR's breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 6.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONTRACTOR; (2) a reorganization of the CONTRACTOR for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONTRACTOR.

20. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To the CITY: LYDIA ROMERO, CITY MANAGER
CITY OF LEMON GROVE
3232 Main Street
Lemon Grove, CA 91945-1701

To the CONTRACTOR: SUMMIT ENVIRONMENTAL GROUP
2810 Cazadero Dr
Carlsbad, CA 92009

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

21. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONTRACTOR shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY OF LEMON GROVE. The CONTRACTOR also agrees not to specify any product, treatment, process or material for the project in which the CONTRACTOR has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONTRACTOR shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONTRACTOR has a financial interest as defined in Government Code Section 87103. The CONTRACTOR represents that it has no knowledge of any financial interests that would

require it to disqualify itself from any matter on which it might perform services for the CITY.

If checked, the CONTRACTOR shall comply with all of the reporting requirements of the Political Reform Act and the City of Lemon Grove Conflict of Interest Code. Specifically, the CONTRACTOR shall file a Statement of Economic Interests with the City Clerk of the CITY OF LEMON GROVE in a timely manner on forms which the CONTRACTOR shall obtain from the City Clerk.

The CONTRACTOR shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Paragraph 21 by the CONTRACTOR.

22. MISCELLANEOUS PROVISIONS.

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

J. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

K. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

L. *Subcontractors.* CONTRACTOR shall not award work to any subcontractor(s) not listed in Exhibit "B" without prior written approval from the CITY. The CONTRACTOR shall be fully responsible to the CITY for the performance of its subcontractors, and of person either directly or indirectly employed by them.

M. *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 have executed this Agreement on the date and year first above written.

CITY OF LEMON GROVE

SUMMIT ENVIRONMENTAL GROUP

By: _____
Lydia Romero
City Manager

By: _____
Leslea Meyerhoff
Principal & Senior Project Manager

APPROVED AS TO FORM:

By: _____
Kristen Steinke
City Attorney

EXHIBIT “A”
Scope of Services
for On-Call CEQA Consulting Services

I. INTRODUCTION

The City of Lemon Grove (“the City”) requires the services on-call CEQA (California Environmental Quality Act) consulting firms (“Consultants”) to assist in the preparation of environmental documents for future land use and development projects as necessary, in compliance with CEQA. The City has established an On-Call CEQA Consulting Services List (“the List”) for this purpose.

II. SCOPE OF SERVICES

It is expected that the majority of services conducted by the Consultants on the List will pertain to the City’s implementation of CEQA for current planning projects on an as-needed basis, including, but not limited to, the following:

- 1) Conduct preliminary review of projects for CEQA purposes, including making determinations of categorical exemptions.
- 2) Prepare CEQA documents for the City, including, but not limited to:
 - a) Initial Studies;
 - b) Negative Declarations;
 - c) Mitigated Negative Declarations;
 - d) Environmental Impact Reports (EIRs) and Addendums to EIRs;
 - e) Mitigation Monitoring and Reporting Programs;
 - f) Technical Studies (may include but are not limited to noise, biological, air quality, GHG, traffic/transportation, water quality/supply, and stormwater/wastewater control/management studies, and cultural and historical evaluations);
 - g) Notices of Intent/Preparation/Determination/Exemption.
- 3) Incorporate any public or agency comments regarding the potential impacts on the natural and built environments, and analyze ways in which any significant effects/impacts of the project might be avoided or mitigated, as required by CEQA.
- 4) Prepare/conduct required consultations (e.g., the Native American Heritage Commission).
- 5) Advise and assist City Staff with questions related to the projects assigned.

- 6) Attend meetings with City Staff and applicants, scoping meetings, and public hearings; opportunities for teleconferencing will be provided when possible.
- 7) May be requested to provide filing services with the San Diego County Clerk and/or the State Clearinghouse.
- 8) May be requested to provide services in accordance with implementation of National Environmental Policy Act (NEPA).

III. USE OF THE ON-CALL CONSULTING SERVICES LIST

- 1) The City reserves the right to utilize the List depending on its specific needs. For small projects and/or when/if the City has general questions or needs assistance conducting preliminary review of projects for CEQA purposes, including making determinations of categorical exemptions, the services of one or more Consultants may be called upon on a regular/recurring basis.
- 2) When services for larger and/or more complicated projects are required, the City may utilize the list on a rotating basis or may send a request for services to more than one Consultant on the list and select from the responses received.
- 3) At such time when a Consultant's services are required, the City may forward a request for services, including a project description, any pertinent supporting information and technical studies, and copies of the proposed application (if available). The Consultant may be requested to provide additional services such as the preparation of supporting technical reports and studies for the project application or a peer review of applicant-submitted materials. The Consultant will evaluate the proposal and in turn provide a scope of work and cost estimate for services.
- 4) Upon issuance of a notice to proceed, the City will provide the selected Consultant with the documentation necessary to complete the work. Supporting documents such as site plans, traffic studies, or other technical reports may be provided to the Consultant in either print or electronic form. The Consultant will work with the City and project applicants to gather the necessary information to ensure the final product adequately analyzes project impacts.



Statement of Qualifications

On-Call CEQA Consulting Services

December 13, 2018

Submitted to:
Ms. Patricia Bluman
Planning and Zoning Division
Development Services Department
City of Lemon Grove



SECTION 1 - COVER LETTER

December 13, 2018

Ms. Patricia Bluman
Planning and Zoning Division
Development Services Department
City of Lemon Grove
3232 Main Street
Lemon Grove, CA 91945

Re: Statement of Qualifications for On-Call CEQA Consulting Services

Dear Ms. Bluman:

Thank you for the opportunity to provide our Statement of Qualifications (SOQ) to support you and the Planning and Zoning Division of the City of Lemon Grove in preparing California Environmental Quality Act (CEQA) documents on an on-call basis. Our SOQ includes the preparation of Initial Studies (IS), Negative Declarations (ND), Mitigated Negative Declarations (MND), Environmental Impact Reports (EIRs) and supporting Mitigation Monitoring & Reporting Programs (MMRP) as an extension of City Staff. We have a strong track record of working effectively and cooperatively with local planning staff and successfully completing project-specific CEQA compliance requirements for Cities in San Diego County and elsewhere in Southern California.

The Summit Environmental Group, Inc. (Summit) has a full-service team of environmental professionals, including key technical staff for air quality, greenhouse gas, biology, cultural, noise and traffic studies to support the preparation of CEQA documents.

Summit is committed to providing outstanding client service and performing all of the required tasks throughout the duration of the contract. Summit has reviewed the City's Standard Consulting Services Agreement, Attachment A to the RFQ, and is able to meet all agreement requirements and is prepared to execute an agreement as written.

We welcome the opportunity to work with you and look forward to supporting you and the City of Lemon Grove Planning and Zoning Division of the Development Services Department with CEQA compliance services.

Please do not hesitate to contact me at 760-845-8028 or Leslea.Meyerhoff@att.net, if I can answer any questions or provide you with any additional information.

Sincerely,



Leslea Meyerhoff
Principal & Senior Project Manager



TABLE OF CONTENTS

Section 1 - Cover Letter	1
Section 2 - Key Personnel	3
Section 3 - Methodology	14
Section 4 - Experience and References	19
Section 5 - Fee Schedule.....	24
Section 6 - Agreement Review	25
Section 7 - Insurance Requirements.....	26



SECTION 2 - KEY PERSONNEL

Introduction to the Summit Environmental Group

The Summit Environmental Group (Summit) offers a strong combination of project management skills, technical understanding, significant experience working with California cities and other public agencies, expertise with State and federal environmental regulations, and established working relationships with key regulatory agencies.

We are highly experienced, and dedicated to, assisting public agency clients in all phases of project development including land use and policy planning, environmental report preparation, and regulatory permitting while functioning as an extension of staff. Our clients rely on us for assistance in navigating complex regulations and related challenges because of our responsive nature and the proven results of our team.

Our regulatory expertise in both the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), combined with our responsiveness and strategic advocacy for our client's needs, enables us to effectively navigate complex environmental regulations and provide effective solutions to project challenges.

We are known for our abilities to expedite work as required to meet client needs. We understand time and budget go hand-in-hand and are focused on working effectively and efficiently. We are committed to remaining a small consulting practice leader in the region, and to bringing a highly qualified team of technical professionals to respond to every task assigned by our clients.

We offer expertise in a wide range of professional services highlighted below:

Environmental Impact Assessment

- CEQA & NEPA impact assessments and compliance
- Land Use Planning and Development Laws and Regulations
- Project Application Review and Environmental Determinations

Extension of Staff and Project Management Services

- Extension of Staff/Adjunct Staff Services
- Project Management Services
- Local and Regional Permitting Requirements

Principal and Senior Project Manager Leslea Meyerhoff, AICP, will be the primary point of contact with the City. Ms. Meyerhoff will provide project management and project oversight. As needed, Summit will assemble a technical team based on specific technical skill sets and experiences, strong record of accomplishment of professional successes, and demonstrated capabilities within the respective discipline. All of Summit's technical specialists have substantial experience and a strong record of accomplishment of past performance in successfully completing CEQA compliance requirements for public and private projects in California. Key personnel will participate in staff meetings, progress review meetings, and other meetings as needed to effectively support the City.

Our commitment to the City will be consistently demonstrated through proactive, direct, and timely communications with the City. Second, we will act as an extension of, and in collaboration with, City Staff and will operate from the perspective of the best interests of the City. Third, we will look for the simplest solutions first and will not "reinvent the wheel" where standard practices, analytical methodologies and mitigation measures can be effectively utilized to get the job done. Fourth, we will keep City goals and objectives as the focus of our work effort. Fifth, we will initiate the contract with a comprehensive approach to obtaining the environmental approval necessary to support timely implementation of the project.

For the duration of the contract, we will coordinate with the City on a regular basis either in person or via telephone calls or via email. Key staff will participate in status meetings/calls relevant to individual assignments for each deliverable and will be available for the duration of the project. City Staff will be invited to participate in the weekly coordination of Project activities.

Primary lines of communication will be coordinated through Leslea Meyerhoff directly with the City. For specialized work for which subconsultant support is required, we will serve as the liaison between the City and the subconsultant. If a preference is expressed by the City to have direct communications with our sub-contractors for effectiveness or efficiency, subconsultants will be authorized to communicate directly with designated City Staff. If direct communication occurs in an electronic format, communications will include a copy to Leslea Meyerhoff. If communication occurs verbally, sub-contractors will be requested to provide a detailed overview of the nature and scope of the communication and any action item that is a result of the communication. Our integrated approach is designed to ensure effective project management and timely responses to all City data requests.

Summit will provide the Project Manager and the disciplines of environmental scientists, environmental planners, regulatory specialist, air quality and greenhouse gas emissions expert, noise technician, graphic artist, technical editor, and word processor.

Summit staff has successfully performed as-needed environmental compliance and support services and extension of staff / adjunct staff services for the following public agencies:

- City of Solana Beach Community Development and Engineering Departments
- City of Vista Community Development and Engineering Departments
- Unified Port of San Diego

The Summit Team is comprised of recognized and respected environmental professionals with experience throughout the San Diego region. Summit will be supported by the following specialized subconsultants, on an as-needed basis, to supplement City needs for technical peer review services and/or for the preparation of new or supplemental technical studies for the CEQA compliance documentation.

- HELIX Environmental Planning: Subconsultant for Biological & Cultural Resources
- Chen Ryan Associates; Subconsultant for Traffic and Circulation

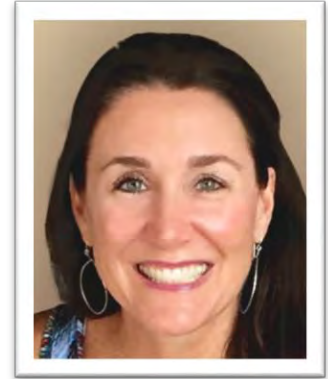
Chen Ryan Associates is recognized as a local industry leader providing transportation planning, traffic engineering, and transportation engineering design services to a variety of public agencies and private clients. Our firm is supported by proven industry experts in their respective fields, enabling our team to provide the full spectrum of services required under this contract. They are experts in conducting and reviewing CEQA/NEPA level analyses and preparing defensible supporting documentation. The firm currently provides the City of San Diego, City of Solana Beach, and City of Vista with as-needed traffic engineering services.

For 27 years, HELIX has developed an outstanding reputation for providing on-call environmental consulting services to local agencies throughout California. As an employee-owned corporation, headquartered in San Diego County (La Mesa) with additional offices in North San Diego County (Carlsbad), Orange, Riverside, and Sacramento counties, HELIX has been providing environmental consulting services throughout Southern California since our inception in 1991. The firm has extensive experience assisting public and private clients across a variety of sectors to comply with local, state, and federal environmental laws and regulations; analyze and conduct impact assessments for natural and cultural resources; and navigate the complexities of regulatory compliance.

Leslea Meyerhoff, M.A., AICP

Principal & Senior Project Manager

Ms. Meyerhoff is a certified land use and environmental planner with 20+ years of professional experience as a planning practitioner representing a variety of public agencies throughout California. Ms. Meyerhoff has managed the development of local coastal programs, primary infrastructure projects including water supply projects, power stations, and shoreline management and beach restoration projects. Ms. Meyerhoff has experience working with cities and special districts and has served as the Project Manager for numerous complex projects. She has spent the majority of her career as a land use planning consultant and early on worked as a legislative aide for state and local officials on land use and environmental policy development. Ms. Meyerhoff places special emphasis on a commitment to consistently providing the highest levels of client service and functioning as an extension of public agency staff.



Education

- M.A. Environmental Analysis & Policy. UCLA
- B.A. Government and Environmental Studies. CSU, Sacramento

Professional Experience

- Summit Environmental Group, Inc. Founder and Principal
- Harvey Meyerhoff Consulting Group, Inc. Principal and Senior Project Planner
- Greystone Environmental Consultants, Southern California Regional Manager
- Hofman Planning Associates, Senior Project Manager
- Michael Brandman Associates, Project Manager
- Los Angeles City Council - Legislative Aide
- California State Assembly - Legislative Aide

Certifications / Affiliations / Awards

- American Institute of Certified Planners: AICP certification obtained in 1993
- American Planning Association, San Diego Section Director Pro-Tem 2001-2003
- American Planning Association, San Diego Section Legislative Chair 2003-2005
- American Shore & Beach Preservation Association, Director, 2012-2014
- California Coastal Coalition, Friend of the Coast Award, 2013
- California Chapter, APA Legislative Review Team 2004-2006
- California Chapter, APA, State Water Plan Review Team 2008

Paul Miller, M.S.

Senior Scientist

Paul Miller is a Senior Scientist and oversees technical environmental analyses. Paul is an environmental professional with more than 33 years of experience in providing services and products to government agencies and private sector corporations. Paul's areas of expertise include CEQA project management and technical analysis in the areas of land development, energy, integrated waste management, air quality, greenhouse gas emissions, noise and hazardous materials. With a broad range of environmental skills, Paul has applied his background to CEQA since 1986 and has been integral in the preparation over 500 CEQA environmental documents, including project manager for more than 18 major Environmental Impact Reports. Paul has been the project manager or a key team leader for five state agencies (California Public Utilities Commission, California Energy Commission, CalRecycle, the former California Integrated Waste Management Board, and the State Water Resources Board, Central Valley Region) on projects of statewide importance. Paul was the senior air quality and noise reviewer for CEQA documents at ESA for almost 20 years.



Education

- M.S. Zoology and Entomology. Colorado State University
- B.A. Zoology, Miami University

Professional Experience

- Environmental Science Associates
- North State Resources
- Aspen Environmental Group
- EarthMetrics, Inc.
- Environmental Measurements, Inc.
- Ecology Consultants, Inc.
- Miller Environmental Consultants

Professional Affiliations

- Member, Association of Environmental Professionals (AEP)
- Board Member, Air and Waste Management Association, Mother Lode Chapter of Golden West Section

Michael Ratte

Senior Air Quality Scientist

Michael Ratte is a Senior Air Quality Scientist and been a practicing meteorologist and air quality specialist within the consulting business for over 25 years. Mike's technical expertise includes CEQA/NEPA environmental planning, air emissions inventories, ambient air monitoring, atmospheric dispersion modeling, General Conformity determinations, CO/PM roadway intersection hot-spot analysis, air quality permitting, health risk assessments, and climate change analyses. Mike has worked extensively for local, state, and federal agencies, as well as a wide array of commercial businesses and industries. His recent projects involved transportation facilities (airports, roadways, and marine ports), land development (residential/commercial/institutional), landfills, and quarry operations. He has conducted air quality analysis for over 30 airport CEQA/NEPA documents. Mike is well versed in a wide array of air emission models including, EMFAC, OFFROAD, NONROAD, MOVES, CALEEMod, and AP-42; dispersion models such as AERMOD, CAL2QHC, EDMS/AEDT, and HARP; with strong data management and ACCESS programming skills.



Education

- BS Meteorology, Lyndon State College – Lyndonville, Vermont

Professional Experience

- TRC
- Radian/URS
- Environmental Science Associates
- KB Environmental Sciences

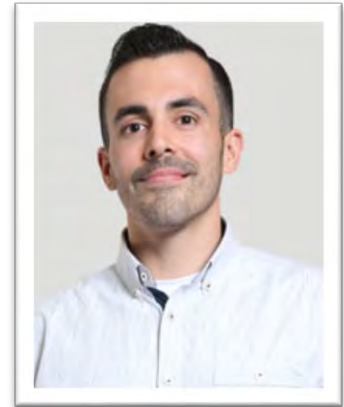
Professional Affiliations

- Member, Association of Environmental Professionals
- Member, Air and Waste Management Association

Dan Jones

Environmental Planner

Dan Jones is an environmental professional with five years of experience in providing environmental services and products to government agencies and private sector corporations. Dan's technical areas of expertise include CEQA project management and document preparation and technical analyses in the areas of air quality, greenhouse gases/climate change, health risk assessment, and noise. Dan has been integral in the preparation of over 100 CEQA documents and technical studies supporting such documents. Dan's technical noise experience includes short-term and long-term noise monitoring and noise modeling with the Federal Highway Administration's Roadway Construction Noise Model and Highway Traffic Noise Prediction Model. Dan is proficient in a variety of air emissions models including California Air Pollution Control Officers Association's CalEEMod, California Air Resource Board's EMFAC and OFFROAD, and Sacramento Metropolitan Air Quality Management District's Road Construction Emissions Model. Dan also has technical experience working with dispersion modeling data and health risk assessment documentation.



Education

- BS, Environmental Policy Analysis and Planning, University of California, Davis, CA

Professional Affiliations / Accreditations

- Member, Association of Environmental Professionals
- CARB - Accredited GHG Verifier of Emissions Data Reports for Mandatory Reporting

Monique Chen, PE

Mobility Project Manager, Chen Ryan Associates

Monique Chen has 20 years of experience providing engineering and planning services to the transportation industry, including both public and private sector clients. As a registered traffic engineer, she has been responsible for project management on numerous projects ranging from general plans, master plans, specific plans, mobility studies, corridor studies, transportation impact analysis, operational and demand assessments to conceptual engineering. Specific areas of experience and expertise include traffic engineering and operations, local and regional transportation planning, smart growth planning, multimodal planning, development of specifications and cost estimates, and traffic impact studies. Monique has served as the Project Manager for several planning and engineering projects, such as the Downtown San Diego Mobility Plan, the National City General Plan Mobility Element Update, and the County of San Diego Mobility Element Update.



Education

- BS, Civil Engineering

Licenses/Registrations

- Registered Traffic Engineer

Stephen Cook, PE

Senior Transportation Engineer, Chen Ryan Associates

Mr. Cook has 14 years of experience providing multi-modal planning and transportation engineering services for a variety of public and private clients. As a registered traffic engineer, he has been responsible for managing projects ranging from bicycle and pedestrian plans, to detailed roadway and signal operations studies. Mr. Cook has also led several complete streets and multi-modal plans within the San Diego region that assessed the feasibility, benefits and potential impacts associated with the plan. Mr. Cook is currently performing transportation planning and engineering services for several jurisdictions within the San Diego region including the City of San Diego, the Port District, the County of San Diego, National City, Chula Vista, Solana Beach and Encinitas.



Education

- BS, Civil Engineering

Licenses/Registrations

- Professional Engineer (Traffic), CA

Mary Robbins-Wade, RPA

Principal Archaeologist, HELIX Environmental Planning

Ms. Robbins-Wade has over 35 years of experience in both archaeological research and general environmental studies. She oversees the management of all of HELIX's archaeological, historic, and interpretive projects; prepares and administers budgets and contracts; designs research programs; supervises personnel; and writes reports. She has an excellent relationship with the local Native American community and the Native American Heritage Commission. Ms. Robbins-Wade has worked in Southern California archaeology for most of her robust career and she is the cultural resources project manager on several on-call contracts for many local public agencies. She has managed survey and data recovery programs for Specific Plan areas, large residential developments, and a variety of commercial projects.



Education

- Master of Arts, Anthropology, San Diego State University, California, 1990
- Bachelor of Arts, Anthropology, University of California, Santa Barbara, 1981

Registrations/Certifications

- The Register of Professional Archaeologists, Register of Professional Archaeologists #10294, 1991
- County of San Diego, Approved CEQA Consultant for Archaeological Resources, 2014

Professional Affiliations

- Society for American Archaeology
- Society for California Archaeology
- San Diego Archaeological Center San Diego History Center
- San Diego County Archaeological Society

Karl Osmundson

Principal Biologist. HELIX Environmental Planning

Mr. Osmundson has worked in the environmental field for more than 15 years as a researcher and biologist. As a consulting biologist for projects requiring National Environmental Policy Act and California Environmental Quality Act compliance, he has conducted a variety of biological surveys and has prepared a wide range of biological analyses and reporting in support of Initial Study/Mitigated Negative Declarations, Environmental Impact Reports, Environmental Assessments and Environmental Impact Statements. Mr. Osmundson has also prepared opportunity and constraints analyses, Due Diligence investigations, vegetation maps using Geographic Information Systems, Biological Technical Reports, Caltrans Natural Environmental Study reports, Natural Community Conservation Planning/Habitat Conservation Plans consistency analyses, functions and values assessments, equivalency analyses, wetland delineations, alternatives analyses, endangered species protocol survey and sampling, Resource Management Plans, habitat mitigation and monitoring plans, and restoration plans. He has provided support in the implementation of project mitigation and permit conditions, including pre-construction surveys and reporting, construction monitoring, mitigation banking coordination, and habitat creation/restoration planning and monitoring.



Education

- Bachelor of Science, Wildlife, Fish and
- Conservation Biology, University of California, Davis, 2003

Registrations/Certifications

- Certified USACE, Wetland Delineator
- Arid West and Western Mountains, Valleys and Coast Regions
- County of San Diego, CEQA Consultant for Biological Resources
- AIA/CES, Trained Project Manager
- NCTD, Roadway Worker ID #C00888, 2015

SECTION 3 - METHODOLOGY

Understanding, Approach and Methodology

The City of Lemon Grove, Development Services Department, Planning and Zoning Division is currently processing numerous discretionary permit applications for various residential, mixed use, commercial, industrial and public facilities projects. Each of the projects is at various stages in the City Staff review process. Given current staffing levels and the number of pending applications, the City is seeking to supplement its in-house planning staff with additional CEQA technical support staff on an on call or as-needed basis for CEQA compliance services. The additional support will enable the City to continue to manage the existing project application caseload effectively and efficiently, accelerate the process of developing and processing required CEQA documentation for pending current and advance planning projects.

Pursuant to Page 2 of the RFQ, the specific tasks to be completed are listed below:

- Conduct preliminary review of projects for CEA purposes, including making determinations of categorical exemptions
- Prepare CEQA documents for the City including but not limited to:
 - Initial Studies
 - Negative Declarations and Mitigated Negative Declarations
 - Environmental Impact Reports (EIRs) and Addendums to EIRs
 - Mitigation Monitoring and Reporting Program
 - Technical Studies (may include noise, biological, air quality, GHG, traffic/transportation, water quality/supply, stormwater/ wastewater control/management studies and cultural and historic evaluation)
 - Notices of Intent/Preparation/Determination/Exemption
 - Incorporate any public or agency comments regarding potential impacts on the natural or built environments, and analyze ways in which any significant effects/impacts of the project might be avoided or mitigated as required by CEQA
- Prepare/conduct required consultations (e.g., Native American Heritage Commission)
- Advise and assist staff and applicants with questions related to the projects assigned
- Attend meetings with staff and applicants, scoping meetings, and public hearings with opportunities
- Filing notices as needed with the San Diego County Clerk and/or State Clearinghouse.

For preparation of all CEQA compliance documents, Principal and Senior Project Manager Leslea Meyerhoff, AICP, will be the task manager and primary point of contact with the City. Ms. Meyerhoff will oversee and coordinate all project tasks required for this CEQA compliance effort, including project team and subconsultant coordination (if required), internal schedule and budget tracking, and quality assurance/quality control for final documents.

It is anticipated that a kickoff or project initiation meeting will be held for each new project. The purpose of this meeting will be to get a full understanding of the project, schedule goals, status update of any/all technical reports and background on key issues for the project. Our deliverable schedule will be discussed and agreed to at the start of each project. We will initiate work on each project after the kickoff meeting, following receipt of project-related materials and technical reports provided by the City.

Ms. Meyerhoff will oversee and coordinate all project tasks and will be responsible for the development of all CEQA documentation. Ms. Meyerhoff will also be responsible for project team, subconsultant coordination, schedule and budget tracking, and invoicing.

Summit will prepare all required CEQA documents for individual applications in a form and content acceptable to the City of Vista, consistent with requirements of CEQA, the City's Municipal Code requirements, and pursuant to all applicable State laws. Documents may include exemptions for qualified proposals, an Initial Study (IS) and Negative Declaration (ND) or Mitigated Negative Declaration (MND) for most projects.

Technical studies will be provided at the start of each project. In the event that additional technical studies or peer review of draft studies is required, Summit can supplement the technical analysis or peer review as needed as described further below. We will submit all draft documents in electronic format to the City for review and comment.

Project Coordination

Ms. Meyerhoff will attend project kickoff meetings, site visits, and project coordination meetings. Other technical staff or subconsultants will attend meetings on an as-needed basis. Ms. Meyerhoff will remain available throughout the project to support City Staff and answer questions on the CEQA process, technical studies, or the contents or format of the IS/ND or MND. This task will include general project coordination via email, phone calls, and conference calls, as needed. During our initial coordination meeting, we will establish communication protocols and preferred methods of communication with City Staff, as well as review the proposed project schedule and any available project technical information available to our team.

Summit's completion schedule for each project will be developed in coordination with the City at the start of each project and will reflect City goals, preferences and priorities. In general, once the Project Description is fully defined and all required technical studies have been provided to, or prepared by Summit, it will take on average three to six weeks to prepare the first administrative draft CEQA document for the City to review.

Potential variables that are anticipated to affect the schedule will include the size, nature and complexity of the project, the number of required technical studies prepared, extent of technical peer review required or completed, need for additional data, coordination with applicant (if required) or changes to the project description that occur after initiation of the CEQA process.

Preparation of Public Notices

If desired by the City, Summit will work with the City to compile a list of agencies, organizations, and individuals that will receive copies of all City and CEQA notices and/or draft and final environmental documents. The City of Lemon Grove staff can provide the mailing list for properties within the defined notification radius. At a minimum, this list should include all property owners within a defined radius around a given project site, adjacent Cities, the San Diego County Clerk, the Governor's Office of Planning and Research/State Clearinghouse, and other agencies that may be affected by or have an interest in the project. Other organizations or individuals who request copies of the environmental document or notices can be added to the master public noticing distribution list. Our team will be responsible for developing CEQA-required public notices, including the Notice of Intent (NOI), Notice of Completion (NOC), and Notice of Determination (NOD). If desired by the City, we will also prepare related public meeting/hearing notices that are required during the project's CEQA review process.

Preparation of the Administrative Draft Documents

Summit will prepare two screencheck draft (one administrative draft and one screencheck draft) submittals of the Initial Study/ND or MND, including a Mitigation Monitoring and Reporting Program (MMRP). Drafts will be submitted to the City according to the schedule mutually agreed upon at the start of each project and will allow for adequate internal review periods. A second IS/ND or MND will be provided to the City, which will incorporate all of the City's requested changes in redline/strikeout format.

A key first task for each individual project will be to review the project description and all available technical studies prepared under the direction of the City. We will identify any data gaps or other deficiencies or needed technical reports beyond those identified or provided, and if necessary, work with the City to prepare the additional studies or request that these studies be prepared. We will draft an IS and prepare an ND or MND consistent with the current State CEQA Guidelines and the City's preparation format and guidelines.

At the discretion of the City, technical reports/studies may be included as an attachment or appendix to the IS/MND. The IS/MND will include a summary of the technical reports and investigations prepared by our team or provided by the City and will be incorporated into the body of the IS/MND for efficiency purposes.

In coordination with the City, we will develop an appropriate MMRP that incorporates all required mitigation measures for any potentially significant project impacts. The MMRP will identify measures, parties responsible for implementation, timing for implementation, and monitoring or other verification action required.

Our internal review draft submittals will be transmitted electronically to the City or uploaded to our sharefile site if there are file size constraints to sending the files electronically. We can also accommodate the City with hard copies if desired.

Preparation of Public Review Draft CEQA Documents and MMRP

Summit will revise the draft document to incorporate the comments of the City. Based on past practice, it is anticipated that City Staff will prepare the NOI for transmittal to the San Diego County Clerk and an NOC to the Governor's Office of Planning/State Clearinghouse and pay any applicable filing fees as required. Posting of the NOC by the Governor's Office of Planning/State Clearinghouse officially commences the required 30-day public review and comment period for the IS/ND or MND for any projects requiring State agency review or approval. Based on past experience, some projects will qualify for a shortened 20-day public review period of an IS/ND or MND and this information would be included in the NOI. We will coordinate with the City to ensure the notices and associated CEQA document are transmitted to the entities on the public noticing distribution list if desired by the City.

Preparation of Draft Final CEQA Documents and Responses to Comments

Summit will provide the screencheck draft final IS/ND or MND for review and comment by the City. If desired by the City, we will prepare responses to all comment letters received by the City during the public comment period. We will prepare these response letters in a format suitable for issuance by the City. We will also make any necessary corrections, edits, or other errata to the IS/MND in strikeout/redline for efficient readability.

Preparation of Final CEQA Compliance Documents

We will finalize the CEQA document in coordination with City Staff. If desired, we will assist the City in preparing a PowerPoint presentation for the public hearing and will participate in the public hearing when the City considers approving the project, certifying the CEQA document, and adopting the MMRP. Ms. Meyerhoff will remain available throughout the project to support City Staff and answer questions on the CEQA process on an as-needed basis.

Quality Assurance and Quality Control

Summit believes that a successful Quality Assurance and Quality Control (QA/QC) Program involves support from the entire project team. The QA/QC Program will be managed and led by Ms. Meyerhoff and will be coordinated with each team member for each task throughout the contract. All subconsultant work will be thoroughly reviewed and edited prior to submittal to the City.

The Summit team integrates a peer review process that ensures high-level quality control for all documentation and client deliverables. Our formal QA/QC process includes four major elements, with senior level review for:

1. Conformance to contract scope of work specifications;
2. Technical accuracy;
3. Legal adequacy for meeting requirements of CEQA/NEPA and related environmental regulatory requirements; and
4. Proofreading for spelling, composition, readability, and presentation.

SECTION 4 - EXPERIENCE AND REFERENCES

Relevant Experience

City of Solana Beach, On-Call Environmental Services: Summit is currently providing on-call environmental support to the City of Solana Beach on various private land development and public infrastructure projects throughout the City. On-call efforts include reviewing project files and applicant submittals, field investigations, coordination with subconsultants, preparation of Staff Reports, Resolutions, and City Council presentations for the City. Specific projects include: Caltrans I-5 North Coast Corridor Project DEIR/DEIS peer review, preparation of the Lomas Santa Fe Plaza Lifestyles Project MND, Highway 101 Westside Improvement Project, Stevens Avenue Complete Streets Project, Plastic Bag Ordinance CEQA Compliance project.

City of Vista, On-Call Environmental Services: Ms. Meyerhoff has provided environmental support to the City of Vista Community Development Department on an as-needed basis since 2006 on public projects and private projects throughout the City including more than 25 residential, commercial, mixed-use, industrial and public facilities projects. Our efforts have included coordinating with City planning and engineering staff, reviewing project submittals, conducting field investigations, coordination with subconsultants in the preparation of technical studies, and preparation of all phases of CEQA compliance documentation packages for the City.

Unified Port District of San Diego, On-Call Environmental Services: Ms. Meyerhoff was an on-call environmental services contractor for the Port of San Diego having worked on multiple land development and redevelopment projects along the San Diego Bayfront. Completed projects included CEQA compliance documentation for the North Embarcadero Alliance Visionary Plan Open Space Amenities and Public Infrastructure project, Lane Field Development Project, B Street Cruise Ship Terminal Project, and the Broadway Pier Cruise Ship Terminal Project.

University of California, Santa Barbara, CEQA Compliance Services: Ms. Meyerhoff is assisting UCSB with environmental review and permitting (Notice of Impending Development) through the California Coastal Commission for a project that would stabilize a portion of the coastal bluff along the East Bluff portion of the UCSB campus. The proposed project is needed to ensure that public access to the campus is maintained and that shoreline stabilization measures are implemented to preserve existing structures and a perimeter roadway serving the campus.

City of Coronado Adjunct Planning Staff: Ms. Meyerhoff is currently working with the City of Coronado on special projects including the Naval Air Station North Island (NASNI) Airport Land Use Compatibility Plan (ALUCP) and related anticipated CEQA/NEPA analysis. Ms. Meyerhoff functions as an extension of the City's Planning staff and works under the direction of the Community Development Director in direct relationship with other planning staff, City Manager, and City Attorney. Ms. Meyerhoff's involvement is focused on ensuring that the land use plan is consistent with the long-term planning goals and development vision of the City of Coronado. Ms. Meyerhoff has assembled a team of experts to assist the City in reviewing the in-progress draft NASNI ALUCP and participates in Working Group meetings as City Staff.

City of San Clemente, Adjunct Staff Services: Ms. Meyerhoff is an extension of staff for the City responsible for managing the preparation and processing of the Local Coastal Program Land Use Plan Amendment, LCP Local Implementation Plan and Sea Level Rise Vulnerability Assessment and Coastal Resiliency Plan. Ms. Meyerhoff is managing the subconsultant team assisting the City in its efforts to obtain a fully certified LCP which is funded in part by an LCP Planning Grant provided by the California Coastal Commission. The City received unanimous vote of approval for the Comprehensive LUP Update in February 2018. Key policies issues for the City include redevelopment, major remodel thresholds, shoreline management policies, fuel management and ESHA related policies, hazards assessments, and new development policies.

City of Imperial Beach, General Plan: Ms. Meyerhoff is assisting the City of Imperial Beach with a comprehensive update to the existing General Plan and Local Coastal Program Land Use Plan and Local Implementation Plan and preparation of sea level rise adaptation and coastal resiliency strategies. The efforts are partially funded through a CCC Local Coastal Program Planning Grant and require coordination with the City Staff, CCC staff, key stakeholders, and other technical and science advisors.

City of Carpinteria, General Plan: Ms. Meyerhoff is assisting the City of Carpinteria in the development of a comprehensive update to the existing General Plan and Local Coastal Program Land Use Plan and preparation of a sea level rise vulnerability assessment and coastal resiliency plan. The project is partially funded through a CCC LCP Planning Grant and requires coordination with the City Staff, CCC staff, key stakeholders, and other technical advisors. Ms. Meyerhoff is a lead coastal planner assisting in the development of key goals and policies associated with community resilience building to climate change and sea level rise through adaptation strategy planning as well as the full range of other Coastal Act compliance issues including ESHA, shoreline protection, public beach recreation and enhancement, visitor-serving land uses, overnight accommodation, public view corridors and public coastal access.

USACE EIS/EIR for Coastal Storm Damage Reduction Project: Ms. Meyerhoff is the City's program manager for the Encinitas-Solana Beach U.S. Army Corps of Engineers Coastal Storm Damage Reduction Project, which received approval from the USACE Civil Works Review Board in 2015 and obtained a certified EIR/EIS in 2016 and was authorized by Congress in WRDA 2016. Ms. Meyerhoff will lead the next phase of the project, which will be the Pre-Construction, Engineering and Design (PED) phase prior to construction which is anticipated to commence in late 2018-early 2019.

Port District of San Diego, Port Master Plan Update: Ms. Meyerhoff was the lead coastal planner working with the Port on the first comprehensive update to the Port Master Plan since 1984. Ms. Meyerhoff is responsible for ensuring that development of the Port Master Plan Update is prepared in coordination with and in compliance with the Coastal Act policies and guidelines including the resiliency planning/adaptation strategies. Ms. Meyerhoff is the project liaison with San Diego District CCC Staff and is advising the Port and the project team on key issues anticipated to be of interest to Coastal Commission based on recent experience managing a multi-year effort to complete one of the first entirely new LCP's in California.

Carlsbad-Palomar Waste Transfer Station Expansion Project EIR: Ms. Meyerhoff was the Project Manager for the preparation of an EIR for a project that would expand an existing waste transfer station project located in the City of Carlsbad. She was responsible for analyzing and coordinating regulatory compliance/agency consultation requirements for the project. Primary responsibilities included review of preliminary site design of proposed expansion areas and biological resources studies to avoid and/or minimize potential effects to sensitive resources near project site.

Carlsbad Ranch Specific Plan – Legoland Resort Site, City of Carlsbad: Ms. Meyerhoff was responsible for management and preparation of a site plan for a 52-acre in-agricultural-use parcel designated for future development of a four-star hotel resort complex located adjacent the Legoland California Resort. Responsible for the development of a Mitigated Negative Declaration which was tiered off of a previous program-level EIR encompassing the project site and surrounding parcels. Key issues included agricultural land conversions, retirement of Williamson Act lands, land use compatibility, preservation of onsite archaeological resources including the creation of a Native American heritage site and data recovery efforts, open space/wildland interface, visual effects, airport noise contours, and roadway and air traffic.

Encina Power Station Dredging Program and Beach Nourishment EA: Ms. Meyerhoff was the Project Manager responsible for managing all regulatory aspects of the maintenance dredging program in Agua Hedionda Lagoon including project planning, permitting and regulatory compliance with (Carlsbad, RWQCB, CCC, CDFG, NMFS, USFWS and USACE) to allow maintenance dredging and beach sand placement activities on beaches owned by the California Department of Parks and Recreation. A NEPA Environmental Assessment was also prepared in compliance with USACE requirements to obtain Section 10/404 permits for placement of dredged materials in Waters of the U.S.

Encina Power Station Development Plan/Seawater Desalination Permitting: Ms. Meyerhoff was a Project Manager responsible for processing municipal agency applications for the seawater desalination facility and related infrastructure including primary author of the Encina Power Station Precise Development Plan prepared for the City of Carlsbad. Responsible for processing and managing discretionary approvals from the local land use and other regulatory authorities for the pilot/demonstration seawater desalination facility at the Encina Power Station to be used to refine the design of the larger scale 50 mgd seawater desalination facility. Prepared the CEQA Initial Study for the 50 mgd facility.

Lakeside Fire Protection District – CEQA Compliance for New Fire Station #1: Ms. Meyerhoff was the project manager for a CEQA compliance project involving the siting of a new (relocated) Fire Station #1 in the community of Lakeside in eastern San Diego County. Ms. Meyerhoff worked closely with Lakeside Fire Protection District counsel and District representatives to prepare the required technical reports and the initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the proposed project.

CEQA Compliance for Buena Outfall Force Main Phase III, Carlsbad, CA: Mr. Miller prepared the noise, air quality, and greenhouse gas emissions sections of the Buena Outfall Force Main Phase III Initial Study/ Mitigated Negative Declaration. The project applicant, Buena Sanitation District, proposes to construct a new sewer outfall that will re-route the existing Buena Outfall and tie into the existing sewer system. The project will provide additional capacity to allow for future projected flows and improve odor control facilities that are necessary to ensure safe and reliable operation of the existing sewer system. The noise analysis included noise assessment of existing noise in the project vicinity as well as estimated noise levels resulting from the construction of the project. The air quality and GHG emissions analysis included estimations of emissions from the construction of the project. Emissions were estimated using the Sacramento Metropolitan Air Quality Management District's Roadway Construction Emissions Model, which is recommended by many air districts for linear projects such as roadways, pipelines, transmission lines, etc.

Professional References for Summit Environmental Group

We strongly encourage the City to contact the individuals listed below who will confirm our professional capabilities, record of current and past performance, project management skills and overall effectiveness in achieving their goals and objectives.

Mr. Joseph Lim, AICP

Community Development Director, City of Solana Beach

858-720-2400

Relevant Projects: Providing on-call environmental compliance services for the City since 2006 including CEQA compliance services for private land development projects as well as City infrastructure and other CIP projects. Also serving in an adjunct staff role to manage EIRs for private development projects in the City.

Mr. John Conley

Community Development Director, City of Vista

760-726-1340

Relevant Projects: Providing on-call environmental services support as adjunct staff since 2008 including Buena Outfall Force Main CEQA compliance project, Tri-City Christian School Expansion Project IS/MND, Brengle Terrace Park Maintenance Facility Improvement Project IS/MND and more than 20 additional CEQA documents.

Ms. Johanna N. Canlas

City Attorney, City of Coronado, and Solana Beach

619-440-4444

Relevant Projects: City of Coronado and Solana Beach adjunct staff, CEQA compliance documentation for public infrastructure projects, subdivisions, infill, and redevelopment projects as well as land use development proposals made by private applicants with applications pending before local municipalities.

SECTION 5 - FEE SCHEDULE

The fee schedules are provided in a separately sealed packet, per page 5 of the City's RFQ.

SECTION 6 - AGREEMENT REVIEW

This information is also included in the Cover Letter contained in Section 1 of this SOQ.

Summit has reviewed the City's Standard Consulting Services Agreement, Attachment A to the RFQ, and is able to meet all agreement requirements and is prepared to execute an agreement as written.

SECTION 7 - INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/23/2018

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 SelectSolutions Insurance Services 1107 Investment Blvd Suite 100 El Dorado Hills CA 95762	CONTACT NAME: Elizabeth Lee PHONE (A/C, No, Ext): (866)500-6359 FAX (A/C, No): (925)951-0077 E-MAIL ADDRESS: elizabethl@ppibselect.com																					
INSURED Summit Environmental Group, Inc. 2810 Cazadero Drive Carlsbad CA 92009	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 80%;">INSURER A: Massachusetts Bay Insurance Company</td> <td></td> <td style="text-align: center;">22306</td> </tr> <tr> <td>INSURER B: Allied World Surplus Lines Insurance Company</td> <td></td> <td style="text-align: center;">24319</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Massachusetts Bay Insurance Company		22306	INSURER B: Allied World Surplus Lines Insurance Company		24319	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES **CERTIFICATE NUMBER:** 17-18 GL 18-19 EO **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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ODFD132300	12/28/2017	12/28/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ODFD132300	12/28/2017	12/28/2018	COMBINED SINGLE LIMIT (Ea accident) \$ INCL IN GL BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			0305-5206	04/20/2018	04/20/2019	Per Claim \$1,000,000 Aggregate \$2,000,000

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

CERTIFICATE HOLDER Proof of Coverage	CANCELLATION 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
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Summit Environmental Group

2018 Standard Rate Schedules

Submitted to:
Ms. Patricia Bluman
Planning and Zoning Division
Development Services Department
City of Lemon Grove



Our not-to-exceed project fee estimates will be developed for the City on a project-by-project basis. Project costs will vary depending on a number of variables including the size, nature and scope of the project, level of complexity, specific technical reports and/or review needs, and level of effort and scope of services desired by the City. The table below presents our labor rates for various team members.

Summit will prepare and submit a monthly status report to the City as a part of the monthly invoice for services performed. The minimum billed time increment is fifteen minutes. Overtime rates do not apply to this contract. All work is completed per the hourly rate schedule shown below.

Summit 2018 Standard Rate Schedule

Principal	\$195
Senior Project Manager	\$180
Project Manager	\$150
Senior Scientist	\$175
Environmental Scientist	\$150
Senior Environmental Planner	\$135
Environmental Planner	\$125
Senior GIS Specialist	\$110
GIS Technician	\$ 85
Word Processor / Production Leader	\$ 70
Clerical / Production Staff	\$ 65

Direct expenses, including subconsultants, billed at cost.

Chen Ryan Associates 2018 Standard Rate Schedule

Principal	\$230
Principal	\$190
Senior Transportation Engineer	\$190
Senior Transportation Planner	\$160
Project Engineer / Planner	\$135
Senior GIS / Graphics	\$125
Transportation Planner	\$115
Transportation Engineer	\$115
Assistant Transportation Engineer/Planner	\$105
Admin	\$70
Intern II	\$60
Intern I	\$50

HELIX 2018 Standard Rate Schedule

Principal	\$210-225
Principal Planner	\$195-225
Principal Biologist	\$180-220
Principal Permitting Specialist	\$170-220
Principal Acoustician	\$180-195
Sr. Fisheries Scientist	\$200-220
Sr. Project Manager I-III	\$130-195
Sr. Air Quality Specialist	\$155-180
Sr. Environmental Specialist	\$150-170
Noise/Air Quality Specialist	\$115-145
Environmental Specialist I-III	\$85-150
Environmental Compliance Analyst	\$70
Environmental Compliance Specialist	\$110
Project Manager I-III	\$110-170
Archaeology Field Director	\$100
Staff Archaeologist	\$65-80
Archaeology Field Crew	\$75
Sr. Archaeologist	\$140-160
Historian	\$70-125

Environmental Planner I-III	\$90-115
Environmental Analyst	\$65-75
Sr. Scientist	\$120-180
Biologist I-V	\$75-120
Assistant Biologist	\$50-60
Sr. GIS Specialist	\$120-160
GIS Specialist I-III	\$75-105
GIS Technician	\$50-60
Graphics	\$115
Document Coordinator	\$80
Technical Editor	\$70-90
Operations Manager	\$105
Word Processor I-III	\$65-85
Clerical	\$65

Direct Costs

Certain identifiable direct costs will be charged to the project at cost plus ten percent. Examples of direct costs include subconsultants, vehicle or equipment rentals, airplane and train fares, parking, per diem and lodging, mileage, communications, reproduction, and supplies. A 4-wheel drive premium will be charged at \$25.00 per project day. There will be additional charges for plotting, color printing, aerial photographs and GPS services.



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 2

Meeting Date: February 19, 2019

Submitted to: Honorable Mayor and Members of the City Council

Department: Development Services Department

Staff Contact: Patricia Bluman, Consultant, CityPlace Planning, Inc.

Item Title: Discussion Item Regarding Options to Regulate Short Term Rentals in Lemon Grove

Recommended Action: Receive the Staff Report regarding background information and options for the City of Lemon Grove to regulate Short-Term Rentals, consider Staff's recommendation to adopt an ordinance to allow home-shares, and provide direction for future action.

Summary:

A Short-Term Rental or STR (also known as short-term vacation rental, short-term lodging, short-term residential rental, short-term residential occupancy, and other similar terms) is the rental of a residential dwelling (a room, rooms, or the entire dwelling) for transient occupancy (for dwelling, lodging, or sleeping purposes) typically for 30 or fewer consecutive days. Depending on the jurisdiction, single-family residences, individual units within multi-family developments, accessory dwelling units, and guest houses are used as STRs.

Consideration of allowing STRs in Lemon Grove was a Staff-generated idea by former Development Services Director David De Vries as a possible revenue generator through collection of transient occupancy tax. It was presented to the City Council at the October 23, 2018 Budget Workshop under the category of *Implementation of New Revenue Generating Measures*. The City Council directed Staff to research the idea and return information and potential options to the City Council for consideration.

There are two main types of STRs:

- 1) A *hosted* STR, also known as “home-share” or “home-sharing,” which is the short-term rental of a room or rooms in the permanent residence of a host (the permanent resident) while the host is required to be present; and

- 2) An *unhosted* STR, which is the short-term rental of a room, rooms, or the entire dwelling when the host is not required to be present. Unhosted STRs typically do not require the dwelling unit to be the permanent residence of the person or entity who makes the dwelling unit available for STR occupancy, although there are some exceptions.

The proliferation of websites and hosting platforms, such as Airbnb®, VRBO® (Vacation Rental by Owner), and HomeAway® have made it relatively easy for people to list their residential properties for use as STRs, whether hosted or unhosted, which has caused a significant rise in the demand for this type of use throughout the county. Based on recent searches on various hosting platforms, approximately 25 STRs are currently operating in Lemon Grove, including individual rooms, guest houses, and entire houses.

Due to the significant increase of STRs, over the past several years many jurisdictions have either adopted regulations to specifically allow or prohibit STRs, while many others are in the process of evaluating the issue or re-evaluating their existing ordinances. An STR is not a permitted use in the City of Lemon Grove, and STRs that are currently operating in Lemon Grove are operating illegally.

In addition to the issue of whether an STR is a permitted or unpermitted use, Chapter 3.20 (Transient Occupancy Tax) of the Lemon Grove Municipal Code (LGMC) requires the payment of a six percent (6%) tax of the rent charged to a transient who occupies any hotel (as defined in Section 3.20.020) within the city. A Transient Occupancy Tax (TOT) is a standard tax typically required by a jurisdiction for permitted transient occupancy uses, such as motels, hotels, bed and breakfast inns, and STRs if permitted by the jurisdiction. The operator of a hotel is required to collect the TOT and remit to the City the amount collected for transient occupancy in his/her hotel. The unpermitted STRs operating in Lemon Grove are not paying the TOT that is required of any permitted transient use.

In response to the City Council's direction at the October 23, 2018 Budget Workshop, this staff report provides background information regarding STRs, options to regulate them, a recommendation to adopt an ordinance to allow home-shares, and a request for direction regarding next steps.

Discussion:

Main Arguments For and Against STRs

There are compelling arguments both for and against STRs. Potential benefits and concerns are summarized below.

Potential Benefits of STRs:

- Provide additional income for those who wish to rent out one or more rooms or the entire dwelling unit.
 - Proponents often argue that they could not afford to live in their homes without the additional income STRs provide.
- Support tourism by providing additional lodging options for those wishing to visit a community.
 - The California Coastal Commission has historically supported STRs for this reason.
 - The benefit to tourism factors into how some cities address STRs.
- Provide jurisdictions with additional revenue from TOT if STRs are regulated and required to pay TOT.
 - This can be significant, especially in tourist destinations. For example, Malibu collected approximately \$1.2 million in TOT from 150 STRs in 2016.

Potential Concerns Regarding STRs:

- Unhosted STRs result in the loss of permanent housing from the market through conversion of residential dwellings to exclusive transient use. This could adversely affect the State's declared housing crisis and have a negative impact on the local housing supply in cities and counties. A reduction in housing supply, in turn, can have a negative impact on the affordability of existing residential units. Recent studies have documented this issue and it is a key reason why many jurisdictions have prohibited or restricted STRs.^{1,2,3} For these reasons, some jurisdictions have made the argument that allowing STRs is counter to the goals of their Housing Elements.
 - In some cases, investors purchase dwelling units specifically for the purpose of using them as STRs and never live in them. In other cases, portions of multi-family developments have been turned into STRs and are managed by outside management companies, which has the effect of turning apartments into de facto hotels and motels in residential zones.
- Operation of STRs could negatively impact the residential character of single-family neighborhoods and multiple-family developments.

¹ Pearson, Robert G., Short Term Rentals and their Impact on the Availability of Affordable Rental Housing in the City of Santa Barbara, Memorandum addressed to Housing Authority Board of Commissioners, April 26, 2015.

² Samaan, Roy, LAANE. AirBnB, Rising Rent, and the Housing Crisis in Los Angeles. March 2015.

³ Economic & Planning Systems, Inc., The Impact of Vacation Rentals on Affordable Housing in Sonoma County, Prepared for the Sonoma County Community Development Commission, July 7, 2015.

- Residential units that have been converted to exclusive transient use and are operated by agents and/or absentee owners/lessees who exercise little or no supervision or control of occupants can result in increased noise, traffic, parking problems, trash, disorderly conduct, and other potential nuisances that are incompatible with residential neighborhoods.
- Sometimes STRs are rented for special events, and the use of single-family residences as “party” and “wedding” houses can be very disruptive to existing neighborhoods.
- Residents are often concerned about an ongoing influx of “strangers” into their neighborhoods.
- Without regulation, visitors staying in STRs do not pay the TOT that cities would receive from a commercial hotel or motel room rental.

Regulatory Approaches

Overview:

Until the relatively recent and significant rise of STRs in the United States, most cities did not explicitly regulate STRs, either by specifically allowing or prohibiting them. Most often, cities looked to their existing zoning codes to determine if the use was consistent with allowable or prohibited uses. In zoning codes that are “permissive,” any land use not specifically listed or allowed is prohibited; therefore, many cities have taken the approach that if a short-term rental is not listed as a permitted use, it is prohibited. Some cities have determined that STRs constitute a commercial use of residential property and regulate it in accordance with regulation of hotels, motels, and bed and breakfast inns and disallow it in residential zones. In the City of Lemon Grove, because the use is not listed in the Zoning Ordinance as a permitted use, it is considered to be prohibited. The City of National City also takes this approach.

However, many cities—even those with permissive zoning codes—have decided to take a definitive approach when it comes to regulating STRs by including definitions for the use in their zoning codes, listing the use as either permitted or prohibited, and providing regulations and permit requirements if the use is allowed. While some cities have regulated them for well over a decade, most ordinances are fairly recent, many within the past three to five years.

Types of STRs:

STRs are typically regulated based on the type of STR—whether it is hosted or unhosted—as summarized below.

1. *Hosted* STR (also known as a home-share or home-stay): The dwelling unit must be the host’s primary residence and the host must be on-site during the term of the

transients' occupancy (unless daytime and/or work hours are permitted to be excluded).

- Potential benefits and/or concerns:
 - The dwelling unit is retained as a primary residence and is not removed from the housing market.
 - An on-site host who is also the primary resident provides greater assurance that transient occupants will behave in an acceptable manner.
 - It can be difficult to prove that a host is not the primary resident and/or was not on the property during the time the property was rented as a homeshare.
2. *Unhosted STR*: The dwelling unit is not required to be the host's permanent residence and the host is not required to be on-site during the term of the transients' occupancy.
- Potential benefits and/or concerns:
 - The dwelling unit is not retained as a primary residence and is removed from the housing market for the duration of its use as a STR.
 - There is no one on-site who is responsible for ensuring appropriate conduct and behavior. Without specific regulation by the jurisdiction, there is no requirement for anyone to be listed as an emergency contact should nuisances occur or issues arise. This can exacerbate enforcement issues.

Regulatory Options:

The three most common regulatory options are:

1. Prohibit all types of STRs;
2. Permit hosted STRs but prohibit unhosted STRs; and
3. Permit both hosted and unhosted STRs

The following section summarizes the options, including how several cities in California regulate them.

1. Prohibit all types of STR

- Potential advantages to prohibiting all STRs:
 - Makes policy intent and regulation clear—there is no confusion as to what type of STR is and is not allowed.
 - Although enforcement of any STR regulation is inherently challenging, a complete prohibition, including the option of

prohibiting advertising of STRs (see below), could make enforcement easier due to clarity of intent.

- Potential disadvantages to prohibiting all STRs:
 - Difficult to collect evidence that a property is being used as a STR.
 - Some owners may try to circumvent the law through misleading advertising (e.g., say they are renting a property as a long-term rental (e.g., more than 30 days), but then pro-rate the “rent” by the day or week so effectively the client is paying for a shorter stay consistent with a STR; this practice would be very difficult to enforce).
 - Prohibition eliminates the possibility of TOT revenue.
- If STRs are prohibited, research indicates the following options should be considered:
 - Also ban advertising STRs for rent, as this is easier for a jurisdiction to prove than proving the property is actually being rented by a transient.
 - Impose fines that are large enough to serve as a disincentive (usually a minimum of \$500-\$1,000+; some cities impose fines of \$2,500 for the first offense); otherwise they might not deter people from trying to rent their homes.
 - Consider other penalties for noncompliance as allowed by law
- The following cities in California prohibit all STRs (note: this is not a comprehensive list):
 - Atherton
 - Calabasas
 - Danville
 - Hermosa Beach
 - Manhattan Beach
 - National City
 - Sausalito
 - Tiburon
 - West Hollywood

2. Permit hosted STRs (home-shares), but prohibit unhosted STRs

- In all cases surveyed, the cities that permit hosted STRs regulate the use and require some type of permitting and collection of TOT. (See examples of types of regulations, below)
- Potential advantages to permitting home-sharing but prohibiting unhosted STRs:

- Provides permanent residents (whether owners or renters) the ability to supplement their income by renting out one or more rooms, without removing the dwelling unit from the housing market.
- An on-site host who is also the primary resident provides greater assurance that transient occupants will not create nuisances.
- The City receives some TOT.
- Potential disadvantages to permitting home-sharing but prohibiting unhosted STRs:
 - Enforcement may be challenging, because it can be difficult to prove that a host is not the primary resident and/or wasn't on the property during the time the property was rented as a homeshare.
 - The concept of unhosted versus hosted STRs may be confusing.
 - The City receives less TOT than if unhosted STRs were also not allowed.
- Jurisdictions in California that permit home-shares with certain regulations, but prohibit unhosted STRs (note: this is not a comprehensive list):
 - Los Angeles
 - Pasadena
 - San Francisco
 - Santa Monica
 - Sunnyvale
 - West Hollywood

3. Permit both hosted and unhosted STRs

- In all cases, the cities that permit both hosted and unhosted STRs regulate the use and require some type of permitting and collection of TOT. (See examples of types of regulations, below)
- The following cities in California permit unhosted and hosted STRs (note that this is not a comprehensive list).
 - Beverly Hills
 - Carlsbad
 - Encinitas
 - Goleta
 - La Quinta
 - Palm Desert
 - Pasadena (with the exception that the unit must be the host's primary residence, whether hosted or unhosted)
 - Malibu

- Newport Beach
- Oceanside
- Palm Desert
- Solana Beach

Examples of types of regulations if STRs are permitted:

If the City decides to allow STRs, there is a broad range of regulations that can be included to mitigate potential negative impacts on surrounding residential properties and neighborhoods. The following list summarizes the most common types of regulations, often referred to as general requirements, conditions, performance standards, criteria, etc.

- Require licensing, registration, and/or permits for STRs
 - Examples:
 - STR permit (may be annual or one-time)
 - STR registration
 - Business license
 - Some cities require one, two, or all three
- Require collection of TOT
- Limit location of STRs
 - Only allow in certain zones
 - Only allow in single-family dwellings, not multi-family dwellings or accessory dwelling units
 - Prohibit STRs in income-regulated units
- Require that hosts be owners of the dwelling unit; or if not, require approval from the property owner to allow the lessee to be a host
- Limit overall number of STRs in city or limit overall number of STRs by neighborhood (e.g., set a maximum percent of residential dwellings that can be used for STRs; STRs must be separated by a minimum distance, etc.)
- Limit months during the year that properties can be rented (e.g. only April-September)
- Require host/manager to provide 24-hour emergency contact and display contact information on front of rental
- Limit number of people who can rent at one time
- Regulate parties, weddings, and other types of special events separately from STRs; either prohibit special events in STRs or require a special event permit separate from the STR, and require discretionary approval (such as a minor use permit)
- Limit total number of rentals per year or total number of days the unit can be rented

- Limit the number of vehicles
- Require minimum number of days per stay (e.g., one week or more)
- Require a surety bond
- Require liability insurance

Locally, the City of San Diego has been considering how to regulate STRs for years. Most recently, the San Diego City Council approved regulations governing STRs on July 16, 2018, with the second reading of the ordinance taking place on August 1, 2018. The STR ordinance only allowed home-sharing, which was limited to the host’s primary residence and one additional residence on the same parcel; required annual licensing/registration of the STR, with the STR license number required on all advertisements; required monthly payment of TOT; established and required the payment of a new Affordable Housing Impact Fee of \$2.73 (home share) to \$3.96 (whole home) per rental night, paid monthly by hosts; required compliance with a “Good Neighbor Policy” and posting of local contact information; required the host to collect and maintain detailed record for each STR for three years; and established enforcement and compliance regulations. On August 30, 2018, a petition to repeal the approved STR ordinance was submitted to the City Clerk, which was verified and found sufficient in signatures by the City Clerk. On October 22, 2018, the City Council rescinded the STR ordinance.

Many coastal cities in the San Diego region regulate STRs. Coastal cities typically are tourist destinations and experience higher than average demand for tourist-oriented services, such as lodging, which has prompted a surge in the number of STRs. Coastal cities also are required to comply with the California Coastal Act goals and policies through implementation of Local Coastal Programs, which are reviewed by the California Coastal Commission (CCC) for consistency with Coastal Act requirements. The CCC specifically encourages coastal cities to allow STRs to increase public visitor-serving opportunities that it considers to be a more affordable option for overnight stays on the coast, particularly for groups and families. For example, to address the CCC’s goals while protecting neighborhoods from adverse effects resulting from the operation of STRs, the coastal City of Carlsbad allows STRs within the coastal zone, but prohibits them in non-coastal areas of the city (see additional information in the chart on the following pages). The City of Oceanside currently allows STRs as a permitted use and requires collection of TOT. However, due to issues and concerns regarding STRs, the City of Oceanside is currently developing a Comprehensive Short-Term Vacation Rental Program to enhance compliance and accountability, and is also considering hiring a full-time STR enforcement officer.

Many other cities in the San Diego region do not regulate STRs directly; however, they address them differently. Three cities surveyed said they do not regulate the use and do not take a position regarding whether it is permitted or not; one said it only would address complaints regarding parking, trash, noise violations via code enforcement. Another local city that does not specifically regulate the use takes the same approach as Lemon Grove—

because the use is not listed in the Zoning Ordinance as a permitted use, it is considered to be prohibited.

The following chart provides an overview of how eight cities in California regulate STRs, including two in the San Diego region—Carlsbad and Encinitas. The chart summarizes whether they allow hosted and unhosted STRs and the approach they take regarding the most common types of regulations.

STR Comparison Chart of Selected Cities

	San Francisco	Palm Desert	Santa Monica	Pasadena	Goleta	Carlsbad	Encinitas	Sunnyvale
Type of STR:	Hosted STRs	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Unhosted STRs	No	Yes	No	Yes* *However, unit must be the host's primary residence	Yes	Yes	No
Zone(s) Allowed/ Prohibited	Excludes single room occupancy hotels, below market rate units, & any subsidized housing with restrictions on subletting & short-term renting from short-term renting	Hosted STR allowed in R-1 & R-2 zones only Unhosted STRs prohibited in R-1 & R-2 zones & apartments	STRs allowed in all residential units	Permitted in all SFR, duplexes, condominiums, townhomes, and MFRs except covenant-restricted (affordable) and Section 8 units	Permitted in any residential dwelling unit	Permitted ONLY in the Coastal Zone & in the La Costa Condominium Owners Association; prohibited anywhere else in the city	Permitted in all SFR and duplexes in all residential zones	Any zone where residential uses are permitted; includes SFR and MFR units
Type of Permit	Short-Term Residential Rental Registry Application	1. Short Term Rental Permit (STRP); or 2. On-Site Owner Short-Term Rental Permit (OSO-STRP)	See "Business License" section	Short Term Rental Permit	Short-Term Vacation Rental Permit	Short-Term Vacation Rental Permit	Short Term Rental Permit	Must register as a host via a Short Term Rental application
Permit Fee	Yes \$250 for 2 years	Yes \$29/unit (annual registration required to remain valid)	Yes \$79 (initial fee); thereafter, must pay annually based on assigned tax rate based on gross receipts	Yes \$100 (requires annual renewal)	Yes \$75 (one-time fee)	No Fee to obtain or renew a STRV Permit	\$150 (requires annual renewal)	\$86.50 (doesn't specify if fee is one-time or annual)
Business License Required	Yes	Not specified in ordinance	Yes "Business License Home Sharing Application"	Not specified in ordinance	Not specified in ordinance	Yes	Not specified in ordinance	Yes

Discussion Item: Short-Term Rentals

February 19, 2019

	San Francisco	Palm Desert	Santa Monica	Pasadena	Goleta	Carlsbad	Encinitas	Sunnyvale
			Also listed on a City registry					
TOT Collected	Yes 14%	Yes 11%	Yes 14%	Yes 7%	Yes 12%	Yes 10%	Yes 10%	Yes 12.5%
Minimum/Maximum # of Days & Nights	Hosted rental: no limit Un-hosted rental: 90 day limit per year	Minimum: 3 days, 2 nights Maximum: 27 consecutive days or less	Maximum of 30 consecutive days or less for any guest No maximum number of days to operate the Home-Share	Hosted stays: no limit Un-hosted stay: 90 days per year	No limit specified	No limit specified	No limit specified	No limit specified
Maximum Number of Occupants	Not specified	Maximum # of overnight guests: 2/bedroom Max. # of additional daytime guests: 2/bedroom; maximum of 20 total guests for 5 or more bedrooms	Not specified	2 guests/bedroom plus 2 additional guests at any one time	Maximum number: 2 persons, plus a number that will not exceed 2 persons per bedroom	2 per bedroom or studio plus 1 additional person per dwelling unit	2 per bedroom plus 1 additional person per dwelling unit	4, not including accompanied minors; unaccompanied minors specifically not permitted
Parking requirements	Not specified	Must park in driveway and/or garage; on-street parking is prohibited	On-site	On-site	Maximum number of vehicles limited to the number of off-street parking spaces available	On-site	Maximum number of vehicles limited to the number of designated on-site parking spaces	Not specified
Notification of Neighbors	No	Yes City mails notice to owners & occupants of all residences within 200 feet of STR that STR Permit has been issued; provides Good Neighbor Brochure & 24-hour contact person's name & phone number	No	Yes Abutting property owners and occupants must be notified before starting the rental	Yes All property owners within 200 feet of the dwelling unit must be notified within 30 days of issuance of permit	No; however, operator is required to post the STVR Permit on the exterior of the unit "within plain view of the general public"	Yes Applicant required to provide adjacent property owners with a 24/7 phone number for private party responsible for the STR	No

	San Francisco	Palm Desert	Santa Monica	Pasadena	Goleta	Carlsbad	Encinitas	Sunnyvale
Enforcement/ Penalties	<p>1st violation: \$484/day</p> <p>2nd & subsequent violations: \$968/day</p> <p>Multiple violations result in removal of unit from registry for 1 year; any violation of this section results in penalty of \$1,000/day</p>	<p>1st Citation: \$1,000</p> <p>2nd Citation*: \$3,000</p> <p>3rd Citation*: \$5,000 + immediate revocation of STRP for 2 years</p> <p>*for the same offense within a 12-month period of the date of the 1st offense</p> <p>Operation of STR without valid permit: \$5,000</p>	<p>Illegal operation of a Vacation Rental may be fined up to \$500/day</p>	<p>Punishable as a misdemeanor, infraction, or civil administrative action in the discretion of the city attorney or city prosecutor</p> <p>3 violations may result in automatic suspension of the permit</p>	<p>Punishable as a misdemeanor</p> <p>Permit may be suspended, modified, or revoked by the City Manager or City attorney</p>	<p>Punishable as a misdemeanor</p> <p>Permit may be suspended or revoked by the City Manager or his/her designee</p>	<p>1st violation*: \$250</p> <p>2nd violation*: \$500</p> <p>3rd violation*: \$750</p> <p>4th violation*: \$1,000 plus suspension of permit</p> <p>*for a violation within any 24-month period</p>	<p>Punishable as a public nuisance</p> <p>Permit may be revoked by Director</p>
Other	<p>Permanent resident must occupy the dwelling unit for no less than 275 days out of the calendar year in which the unit is rented as a STR</p> <p>Requires liability insurance of \$500,000, unless hosting platform provides the insurance</p>	<p>Good Neighbor Brochure Required</p>	<p>Limits number of allowable home shares in the city to one person or entity</p>	<p>Specifically prohibits commercial events, commercial parties, or commercial group gatherings, including, but not limited to, weddings, banquets, and corporate events</p>	<p>Requires surety bond of \$1,500</p>	<p>Owner of STVR may be billed for law enforcement services when a second or subsequent police response is required due to a party pursuant to §3.36.040</p>		

Enforcement:

As noted earlier, enforcement of STRs can be a challenge regardless of whether they are permitted or unpermitted; and if permitted, whether they are hosted or unhosted.

- Enforcement approaches vary, with some cities relying on complaints, others being more proactive (e.g., having code enforcement staff or private firms monitor websites listing STRs, setting up STR hotlines for complaints, conducting “sting” operations,” etc.)
- If a city chooses to prohibit STRs, one of the more effective deterrents is to prohibit advertisements for unlawful STRs, because it is much easier to prove that someone is advertising his/her dwelling as an STR than it is to prove that someone is actually renting out his/her dwelling illegally. The City of Calabasas took this approach. If a city prohibits unhosted STRs but allows hosted STRs, an ordinance can address this distinction.
- Depending on the number of STRs in a city, enforcement costs may be significant. Several large cities that are tourist destinations have reported spending over \$200,000 per year on enforcement.

General Plan

A General Plan is often referred to as a “blueprint” for a community’s future. It provides direction for the City’s decisions regarding land use, transportation, environmental, economic, and social goals, objectives, and policies as they relate to land use and development. Although the issue of STRs was not addressed in the City’s existing General Plan, the following goal, objectives, and policies in the Community Development, Housing, and Noise Elements may provide guidance for consideration of the regulation of STRs in Lemon Grove.

Community Development Element:

Objective 1.0: A balanced community with pleasant neighborhoods, a vibrant downtown, and opportunities for economic development.

Policy 1.1: Protect and enhance established neighborhoods.

Objective 2.0: Housing to meet the existing and future needs of Lemon Grove residents.

Policy 2.1: Promote quality single-family development that is compatible with the existing neighborhoods.

Policy 2.4: Continue to implement the Housing Element, and update as required by the State of California.

Objective 4.0: Expansion of commercial enterprises, light industries, and professional services.

Policy 4.6: Promote economic development that positively impacts community health and social justice in addition to job availability, economic revitalization, and tax revenues.

Housing Element:

Primary Goal: Ensure that suitable, safe housing is available at a cost that is affordable to all current and future residents of this community. To this end, the City will encourage a variety of individual choices of tenure, type, and location of housing throughout the community.

Objective 1: Maintain and enhance the quality of residential neighborhoods in Lemon Grove.

Policy 1.2: Conserve and improve the condition of the existing affordable housing stock (Government Code 65583(c)(4)).

Objective 2: Encourage a balanced mix of housing.

Policy 2.2: Preserve the existing housing opportunities for low and moderate income families currently living within the community, and maintain the existing housing stock in good condition.

Policy 2.3: Attempt to preserve restricted low income housing in the City that is “At-Risk” of converting to market-rate housing.

Objective 4: Provide increased opportunities for home ownership.

Policy 4.1: Assist low and moderate income residents in achieving home ownership.

Noise Element:

Objective 1.0: Quiet and peaceful neighborhoods.

Policy 1.1: Maintain the existing land use pattern, where the established neighborhoods are generally separated from activities that generate noise.

Policy 1.3: Work to stabilize traffic volumes in the neighborhoods.

In addition to the goal, objectives, and policies, the City’s Housing Element also identifies two key issues upon which the Housing Element update (2010 to 2010) was focused—1) housing affordability; and 2) the intensity of residential development (density). The two factors that impact affordability are the cost of housing and residents’ incomes. As mentioned previously, a proliferation of unhosted STRs can have a negative impact on the affordability of residential dwellings when they are converted to exclusively transient uses; in effect, this takes residences out of the permanent housing market and may drive up the cost to purchase or rent a dwelling. Additionally, without proper regulation, they

can have negative impacts on the quality of life in existing neighborhoods due to increased noise, traffic, parking, disruptive conduct of transient occupants, trash, and other similar nuisances that have been linked to STRs. Hosted STRs, however, could provide permanent residents with extra income to help them to afford to own a home while providing someone on-site who would be responsible for mitigating potential nuisances with STRs.

Recommended Option

Staff recommends that the City Council select Option 2—permit hosted STRs (home-shares), but prohibit unhosted STRs, and adopt an ordinance to implement Option 2 if the City Council can find that it supports the goals and policies of the City’s General Plan. This option would provide permanent residents the ability to supplement their income by renting out one or more rooms without removing dwelling units from the housing market by converting them to exclusive transient use. In addition, the City would receive TOT from the use.

If the City Council selects Option 2, Staff suggests including the following provisions in an ordinance and requests City Council direction on the recommended provisions, as well as other standards or conditions.

- Restrict STR use in Lemon Grove to home-sharing only
- Restrict STRs to single-family dwellings in residential zones
- Prohibit STRs in income-regulated (affordable) housing units
- Establish and require the host to obtain a Home-Share Permit, and require an annual renewal
- Require the host to obtain a Business License
- Require payment of TOT in accordance with Chapter 3.20
- Limit the number of transient occupants allowed based on the number of bedrooms
- Designate responsibility for conduct of the transient occupants to the host (the on-site permanent resident)
- Require all parking to be provided on-site
- Prohibit special events in association with home-sharing
- Require liability insurance
- Establish Home Share Permit revocation and enforcement procedures

In addition to the provisions recommended above, there are several issues on which Staff requests direction by the City Council.

- Should an approved accessory rental dwelling unit be allowed to be used for a home-share?
- Should both property owners and renters be allowed to be hosts, or just owners? If renters are allowed to be hosts, suggest requiring the property owner's approval, as is currently required for a Home Occupation Permit.
- A "guest house" is defined in the Zoning Ordinance as "living quarters having no kitchen facilities, located within an accessory building located on the same premises with a main building and occupied for the sole use of members of the family, temporary guests or persons permanently employed on the premises." Should a host be allowed to operate a guest house as a home-share? If so, would the guest house be considered a part of the primary residence for the purposes of determining the total number of transients allowed at any one time, or would the host be required to limit the rental to either the primary residence or the guest house?

Environmental Review:

- Not subject to review Negative Declaration
 Categorical Exemption, Section 15061.b.3 Mitigated Negative Declaration

Fiscal Impact:

The City would be able to collect additional Transient Occupancy Tax (TOT) should an ordinance be considered by the City Council. A fuller financial analysis will be conducted should this item move forward.

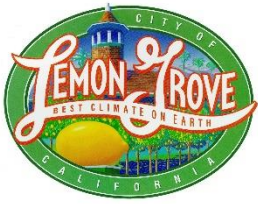
Public Notification: None.

Staff Recommendation:

The City Council may: 1) receive and file the report; 2) request additional information; or 3) select one of the options provided and direct Staff to prepare an ordinance implementing it based on Council's direction.

Staff recommends that the background information and draft ordinance for the selected option be forwarded to the Planning Commission for consideration and their recommendation. The item, including with Planning Commission's recommendation, then will be returned to the Council for consideration and action.

Attachments: None



LEMON GROVE SANITATION DISTRICT

DISTRICT BOARD STAFF REPORT

Item No. 3

Meeting Date: February 19, 2019

Submitted to: Honorable Mayor and Members of the Lemon Grove Sanitation District

Department: Public Works Department

Staff Contact: Mike James, Assistant City Manager

mjames@lemongrove.ca.gov

Item Title: **Accept the Sewer System Management Plan Update**

Recommended Action: Adopt a resolution accepting the Sewer System Management Plan Update

Summary: The Lemon Grove Sanitation District (District) owns and maintains 68 miles of gravity sewer which convey flow to the City of San Diego collection system for treatment and disposal at the Point Loma Wastewater Treatment Plant. In addition, the District currently provides sewer collection and treatment services to an approximate population of 26,500 customers. The District is approximately two-thirds built out based on the General Plan and serves 10,843 equivalent dwelling units (EDUs) at present with an estimated 15,881 EDUs at buildout.

The Sewer System Management Plan (SSMP) is a comprehensive plan that details the activities and strategies the District will use to effectively manage its sewer collection system. As the two primary oversight agencies, the State Water Resources Control Board (SWRCB) and Regional Water Quality Control Board (RWQCB), mandate that the District defines specific goals and objectives that must be included in the SSMP. Those goals and objectives include:

- Maintaining and improving the condition of the collection system infrastructure in order to provide reliable service into the future;
- Cost-effectively minimizing inflow and infiltration (I/I) and providing adequate sewer capacity to accommodate design storm flows; and
- Minimizing the number and impact of sanitary sewer overflows (SSOs) that occur.

The update to the SSMP was crafted based on the May 2, 2006 Statewide General Waste Discharge Requirements (Statewide WDR) and the July 30, 2013 revision to the Monitor and Reporting Program of the Statewide WDR.

Background: On August 27, 2018, the staff received a proposal from Dexter Wilson Engineering to perform an extensive update to its SSMP. The proposal was approved at a total not to exceed \$28,900 with a time frame for completion at 12 weeks.

Discussion: On May 2, 2006, the SWRCB adopted Order No. 2006-0003-DWQ (Order) for Sanitary Sewer Systems. The Order requires all federal and state agencies, municipalities, counties, districts, and other public entities that own or operate sanitary sewer systems greater than one mile in length that collect and/or convey untreated or partially treated wastewater to a publicly owned treatment facility in the State of California are required develop and implement a SSMP aimed at reducing sanitary sewer overflows (SSOs). It also requires these agencies to report all SSOs to the SWRCB. The SSMP must include 11 elements demonstrating how the agency constructs, manages, operates and maintains its sanitary sewer system. These elements are outlined and discussed in detail in the attached SSMP (**Attachment B**) and summarized below:

1. Goals
2. Description of Organization
3. Legal Authority
4. Operations and Maintenance (O&M)
5. Design and Performance Provisions
6. Overflow Emergency Response Plan (OERP)
7. Fats, Oils, and Grease (FOG) Control Program
8. System Evaluation and Capacity Assurance Plan (SECAP)
9. Monitoring Measurement and Program Modifications
10. Program Audits
11. Communications

The District has completed all the required elements of the SSMP within the State Water Resources Control Board Order 2006-0003 and the final plan (**Attachment B**) is ready for adoption and certification by the District Board.

Environmental Review:

- | | |
|---|---|
| <input type="checkbox"/> Not subject to review | <input type="checkbox"/> Negative Declaration |
| <input checked="" type="checkbox"/> Categorical Exemption, Section 15301, 15302 | <input type="checkbox"/> Mitigated Negative Declaration |

Fiscal Impact: On October 1, 2018, a professional services agreement to Dexter Wilson Engineering Company not to exceed \$28,900 to update the SSMP was executed. The expenditures related to this agreement to date are approximately \$18,125 which was funded from the Sanitation District Fund. Staff feels that after closeout, the cost should not exceed \$20,000.

Public Notification: None.

Staff Recommendation: Adopt a resolution accepting the Sewer System Management Plan Update

Attachments:

- Attachment A – Resolution adopting the Sewer System Management Plan (SSMP) Update
- Attachment B – Draft Sewer System Management Plan Update

RESOLUTION NO. 2019-

**A RESOLUTION OF THE LEMON GROVE SANITATION DISTRICT, CALIFORNIA,
ACCEPTING THE SEWER SYSTEM MANAGEMENT PLAN UPDATE**

WHEREAS, the State Water Resources Control Board adopted Order 2006-0003-DWQ - Statewide General Waste Discharge Requirements for Sanitary Sewer Systems in May 2006, and

WHEREAS, all federal and state agencies, municipalities, counties, districts, and other public entities that own or operate sanitary sewer systems greater than one mile in length that collect and/or convey untreated or partially treated wastewater to a publicly owned treatment facility in the State of California are required to comply with the terms of this order; and

WHEREAS, the General Waste Discharge Requirements of the Order requires the City to develop and adopt a Sewer System Management Plan with the purpose of providing proper and efficient management, operation, and maintenance of the District's sanitary sewer system in order to minimize the number and impact of SSO's throughout the State of California; and,

WHEREAS, the District has completed all required elements of the Sewer System management Plan within the State Water Resources Control Board Order 2006-0003-DWQ mandated requirements and the final plan is now ready for adoption and certification.

NOW, THEREFORE, BE IT RESOLVED that the Lemon Grove Sanitation District hereby accepts the adoption and certification of the Sewer System Management Plan Update.

PASSED AND ADOPTED on _____, 2019, the Lemon Grove Sanitation District, California, adopted Resolution No. 2019-_____, passed by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Racquel Vasquez, Mayor

Attest: Shelley Chapel, MMC, District Clerk

Approved as to Form: Kristen Steinke, District Attorney

SEWER SYSTEM MANAGEMENT PLAN UPDATE

For the

LEMON GROVE SANITATION DISTRICT

3232 Main Street
Lemon Grove, CA 91945

Certified by: _____
Michael James, Assistant City Manager/Public Works Director

Date: January 31, 2019

Prepared by:

Dexter Wilson Engineering, Inc.
2234 Faraday Avenue
Carlsbad, CA 92008

DWE Job No. 151-004

Table of Contents

	<u>Page</u>
EXECUTIVE SUMMARY AND DISTRICT OVERVIEW	iii
SECTION I GOALS	1
SECTION II DESCRIPTION OF ORGANIZATION	2
SECTION III LEGAL AUTHORITY	7
SECTION IV OPERATIONS AND MAINTENANCE (O&M)	9
SECTION V DESIGN AND PERFORMANCE PROVISIONS	13
SECTION VI OVERFLOW EMERGENCY RESPONSE PLAN (OERP)	15
SECTION VII FATS, OILS, AND GREASE (FOG) CONTROL PROGRAM.....	17
SECTION VIII SYSTEM EVALUATION AND CAPACITY ASSURANCE PLAN (SECAP)	18
SECTION IX MONITORING MEASUREMENT AND PROGRAM MODIFICATIONS.....	20
SECTION X PROGRAM AUDITS	27
SECTION XI COMMUNICATIONS.....	29

APPENDICES

APPENDIX A	OFFICIAL ADOPTION OF THE 2018 SSMP BY THE LEMON GROVE CITY COUNCIL
APPENDIX B	SSMP CHANGE LOG
APPENDIX C	AUDITS OF THE SSMP
APPENDIX D	LIST OF CRITICAL REPLACEMENT PARTS, MAINTENANCE AND SPILL RESPONSE EQUIPMENT LIST, "HOT SPOT" LIST, AND TRAINING SCHEDULE
APPENDIX E	SANITARY SEWER OVERFLOW (SSO) SUMMARY

EXECUTIVE SUMMARY AND DISTRICT OVERVIEW

The Lemon Grove Sanitation District (District) was established in 1947 under Section 4700 of the Health and Safety Code of the State of California. At that time, the San Diego County Board of Supervisors served as the Board of Directors of the Sanitation District. County staff were responsible for administration, operation, and maintenance of the Lemon Grove Sanitation District facilities.

The City of Lemon Grove (City) was incorporated in 1977 and that began a process of assimilation of the Lemon Grove Sanitation District into the City of Lemon Grove.

In 1982, the Board of Directors for the Lemon Grove Sanitation District was designated as the Lemon Grove City Council. By 1989, the City Council had transitioned the staffing of the Sanitation District from County Staff to City Staff for all administration, operations and maintenance of City facilities.

The District owns and maintains 68 miles of gravity sewer which convey flow to the City of San Diego collection system for treatment and disposal at the Point Loma Wastewater Treatment Plant. In sum, the District currently provides sewer collection and treatment services to an approximate population of 26,500 customers. The District is approximately two-thirds built out based on the General Plan, and serves 10,843 equivalent dwelling units (EDUs) at present with an estimated 15,881 EDUs at buildout.

The City has five employees who exclusively perform District-related work. All District maintenance, facilities, administrative equipment, personnel, service, billing, regulatory and other overhead are provided by the City. The other functions required for the District to operate (accountants/finance, receptionists, analysts, engineers, inspectors, plan checkers, etc.) are provided by City employees that divide their time among various activities.

This SSMP update has been crafted based on the May 2, 2006 Statewide General Waste Discharge Requirement (Statewide WDR) and the July 30, 2013 revision to the Monitoring and Reporting Program of the Statewide WDR. The SSMP has been certified by the Legally Responsible Official (LRO) and adopted by the District Board (Appendix A). This update and recertification satisfies the WDR/MRP requirement for recertification by November 9, 2019. This SSMP will be audited at a minimum of every two years. The next SSMP recertification deadline is November 9, 2024.

All changes to the SSMP will be logged in Appendix B.

All audits of the SSMP will be included in Appendix C.

SECTION I – GOALS

Background and Regulatory Requirements

The Statewide General Waste Discharge Requirements (Statewide WDRs) governing sanitary sewers specify that the goal of each Sewer System Management Plan (SSMP) is to provide a plan and schedule to properly manage, operate, and maintain all parts of the sanitary sewer system.

District Goals

The District goals for the SSMP are:

1. To ensure public safety and environmental protection by eliminating sewer system overflows (SSOs) through the District's standard operation and maintenance of the collection system.
2. To minimize and mitigate the volume and impact of any sanitary sewer overflow that does occur by immediately responding to the spill, mitigating negative impacts, and reporting the spill in accordance with the MRP in a timely manner.
3. To maintain all wastewater facilities and infrastructure with the necessary capacity and in a free flowing, operable condition for current and future needs of the District's service area by: ensuring sewer system infrastructure is designed and constructed to meet or exceed accepted standards; ensuring that any known system failure is either repaired immediately or has a repair plan and schedule; and, ensuring sufficient funding is included in the annual budget for known operational, maintenance, capital, and training requirements.

SECTION II – DESCRIPTION OF ORGANIZATION

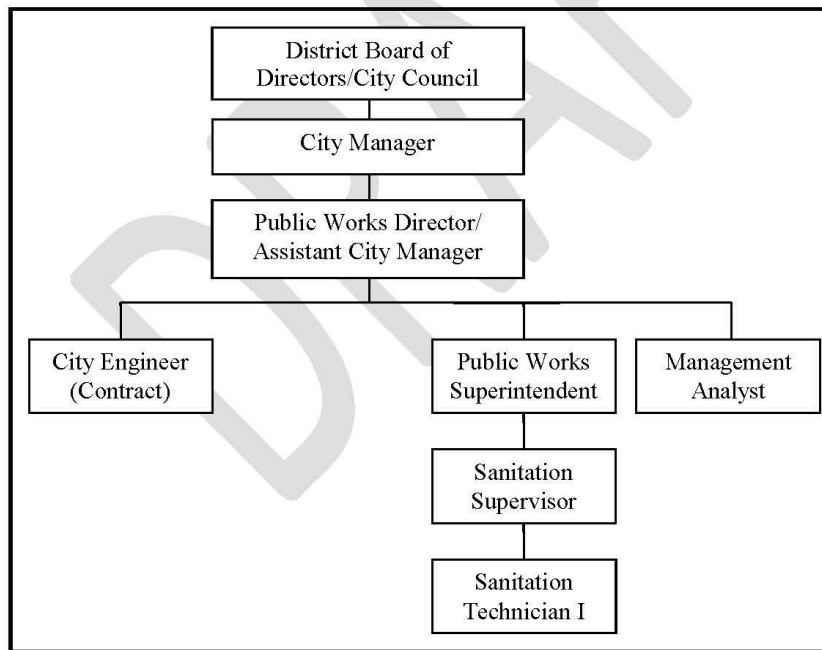
Background and Regulatory Requirements

The Statewide WDRs governing sanitary sewers specify that the Sewer System Management Plan (SSMP) must identify the appropriate responsible representative, identify the organization and lines of authority, and provide a chain of communication for reporting SSOs from receipt of a complaint and include the person responsible for reporting SSOs.

Name of Responsible or Authorized Representative

The Legally Responsible Official (LRO) is the City's Assistant City Manager/Public Works Director, Michael James.

District Organizational Chart



Roles and Responsibilities

The roles and responsibilities of each position in the organization chart are listed here.

Board of Directors
(City Council)

Establishes policies, reviews and accepts formal plans, sets overall District direction, authorizes funds for projects/plans/programs, general overview of upper management, conducts public meetings and hearings, approves SSMP.

City Manager
(Lydia Romero)

Responsible for the management and operation of the District under the direction of the Board. Specifically the Executive Director establishes procedures, plans strategy, leads staff, allocates resources defined in the District budget, delegate's responsibility, authorizes outside contractor to perform services, and serves as the overall public information officer.

**Public Works Director/
Assistant City Manager**
(Michael James)

In addition to assisting with the above responsibilities, this person is the LRO for the District. Responsible for the day-to-day management of the District and for the development and implementation of design and construction standards.

City Engineer (Contract)
(Rick Engineering Company,
Edgar Camerino)

Provides engineering drawings, plans, and specifications for projects within the District. Also responsible for developing or overseeing engineering studies and CIP program development.

Public Works Superintendent
(Vacant)

Responsible for the operations of the District facilities. Additionally, the Superintendent investigates and reports all SSO's. The Sanitation Supervisor assumes these responsibilities while the position is vacant

Sanitation Supervisor
(Scott Adams)

Responsible for the operational activities of the sanitary sewer system, including direct supervision and scheduling of all maintenance crews, and regularly scheduling maintenance activities. Coordinates field operations, prepares and implements overflow emergency response plan, leads emergency response, trains maintenance workers and field crews, and documents activities through pictures and reports. Also handles all required spill reporting.

Sanitation Technician I
(4 Field Staff)

Executes preventative maintenance activities (cleaning and CCTV inspection), reports condition of assets, mobilize and respond to notification of stoppages and SSO's.

Management Analyst
(Stephanie Boyce)

Responsible for initiating and maintaining records within the City's tracking system for SSO's.

ENROLLEE CONTACTS RESPONSIBLE FOR SSMP		
SSMP Element	Responsible Party (Position)	Responsible Party (Name)
Introduction	Public Works Director	Michael James
1 – Goals	Public Works Director	Michael James
2 – Organization	Public Works Director	Michael James
3 – Legal Authority	Public Works Director	Michael James
4 – O&M Program	Sanitation Supervisor	Scott Adams
5 – Design & Performance Provisions	City Engineer	Edgar Camerino
6 – Overflow Emergency Response Program	Sanitation Supervisor	Scott Adams
7 – FOG Control Program	Sanitation Supervisor	Scott Adams
8 – SECAP	City Engineer	Edgar Camerino
9 – Monitoring, Measurement, and Program Modifications	City Engineer	Edgar Camerino
10 – SSMP Program Audits	Public Works Director	Michael James
11 – Communication	Public Works Director	Michael James
Change Log	Public Works Director	Michael James
Appendices	Public Works Director	Michael James

KEY DISTRICT CONTACTS			
Name	Title	Phone Number	Email
Lydia Romero	City Manager	Work – (619) 825-3800	lromero@lemongrove.ca.gov
Michael James	Public Works Director/ Assistant City Manager	Cell – (619) 339-0945	mjames@lemongrove.ca.gov
		Work – (619) 825-3814	
Edgar Camerino	City Engineer (Contract)	Work – (619) 825-3821	ecamerino@lemongrove.ca.gov
Scott Adams	Sanitation Supervisor	Cell – (619) 454-0715	sadams@lemongrove.ca.gov
Stephanie Boyce	Management Analyst	Work – (619) 825-3811	sboyce@lemongrove.ca.gov

Reporting SSOs

The chain of communication for reporting SSOs within the District, as well as additional spill response detail, is provided in the District's Overflow Emergency Response Plan in Section 6.

SECTION III – LEGAL AUTHORITY

Background and Regulatory Requirements

The Statewide WDRs governing sanitary sewers specify that each agency must demonstrate, through sanitary sewer system use ordinances, service agreements, or other legally binding procedures, that it possesses sufficient legal authority to prevent illicit discharges, require proper construction, ensure access to facilities, limit discharges of FOG and debris, and enforce any violation of its ordinances.

District Approach

The District operates under sections (13.12 and 13.16) of the general Lemon Grove Municipal Code as well as the California Plumbing Code (CPC, specifically Chapter 10 which dictates regulations on FOG related waste), both of which prohibit illicit discharges to the sewer system. The City has adopted the San Diego Regional Standards and Drawings (Section 13.12.360) which requires that all sewers and connections conform to these requirements. More specifically, the table below summarizes the location of the District's specific legal authority within the City ordinances.

DISTRICT LEGAL AUTHORITY OVERVIEW	
Requirement	Reference
Public Sewers	
Ability to prevent illicit discharges into the wastewater collection system	Municipal Ordinance 13.12.220
Ability to require that sewers and connections be properly designed and constructed	San Diego Standards and Specifications
Laterals	
Ensure access for maintenance, inspection, or repairs for portions of the service lateral owned or maintained by the Enrollee *	Municipal Ordinance 13.16.040
FOG Source Control	
Ability to limit the discharge of FOG and other debris that may cause blockages	CPC Section 1014
Enforcement	
Ability to enforce any violation of the Enrollee's sewer ordinances	Municipal Ordinance 13.16.110

* Laterals are installed, operated, and maintained by the property owner

Attachments

- City Ordinance No. 13 (Sewer Ordinance)
- CPC Chapter 10

SECTION IV – OPERATIONS AND MAINTENANCE

Background and Regulatory Requirements

The Statewide WDRs governing sanitary sewers specify the development and implementation of an operation and maintenance program as an element of each Wastewater Collection Agency's Sanitary Sewer Management Plan (SSMP). When appropriate and applicable to the agency's system, the plan must include mapping activities, routine preventative operation and maintenance activities, rehabilitation and replacement plans, training, and equipment and replacement parts inventories.

Overview

The District has historically cleaned the sewer system once every year and continues to do so today. Furthermore, the District CCTV inspects the sewer system every four years. Sanitation staff compares current tapes with the previous tapes, to determine if areas are in need of repair or replacement.

During video review, special attention is given to areas needing more frequent cleaning – known as hot spots. Hot spots are cleaned / inspected twice a year. These are typically in commercial areas with multiple restaurants.

To facilitate the necessary cleaning and video-taping of the sewer sanitation system, the District owns and utilizes a Vac-Con Combination Truck with a jetter and vacuum.

Mapping Activities

The District maintains as-built maps of the sanitary sewer system. The District contracted the services of Dexter Wilson Engineering, Inc. to update its Sanitary Sewer Master Plan in 2017. One objective for this plan was to create a hydraulic model utilizing the District's geographic information system (GIS). Within the GIS which required updates to complete the model, all gravity line segments, manholes, pump station, force main, and stormwater conveyance facilities are detailed.

In addition the GIS, the wall map utilized by field staff for strategic planning was updated with the most current stormwater facility information.

Preventive Maintenance Program

Gravity Sewer Mains

The District is responsible for the ongoing maintenance and repair of the sewer main lines. This includes routine and emergency cleaning. In addition, if a licensed plumber, acting as the property owner's agent, determines that the disruption of sewer service is caused by a blockage in the District's sewer main line, as verified by video, the District or its agent will respond to confirm the finding and clear the blockage in the sewer main line.

The District owns and operates a CCTV van which utilizes CUES hardware and Granite Net software to conduct the CCTV inspections of the sewer mains. Two District staff are anticipated to be certified by FY19 in the National Association of Sewer Service Companies Pipeline Assessment Condition Program (NASSCO PACP) coding technique which provides a standard method for identifying the severity of defects observed while conducting the CCTV inspection.

The PACP program allows staff to identify both the type of defect and the severity of a defect for both structural issues (such as a crack in the pipe) and operation and maintenance issues (such as roots) which are seen during the CCTV process. The PACP-based software then assigns various ratings of the overall pipe condition which can be used to prioritize replacements and repair. Additionally, staff maintains a priority list of pipelines which require replacement or repair as a result of these inspections.

Foam treatment used to control root intrusion is a regular, contracted preventative maintenance procedure for the District. An average of 20,000 linear feet per year is treated.

Pump Stations

The Central Avenue Pump Station and force main is the only pumped system in the District. The pump station was installed in 2005 as a result of a storm drain project in the area. The pump station serves 6 EDUs and consists of two submersible pumps in a manhole/wet well, associated electrical equipment, and 1.25-inch force main that is 235 feet in length.

The pump station is presently equipped with Gould's grinder pumps installed by McNamara Pump and Electric, Inc. in 2013. McNamara, along with Modern Septic, also services the pump station twice a year to confirm proper operation of the pumps and alarms. Stainless steel screens are installed surrounding each of the pumps to minimize debris to the pumps; District staff cleans these approximately every six weeks.

Rehabilitation and Replacement Plan

The District integrated the rehabilitation and replacement of all District maintained sewer systems into the City's Capital Improvement Plan. This plan identifies the areas for improvement each fiscal year, the timeline for completion, and the respective funding source.

The Sanitary Sewer Master Plan (which relies on the field staff priority list and CCTV work) is the primary guide in the decision making process to rehabilitate and replace the sewer lines within the District. The specific goals and objectives of the plan are to:

- Create a hydraulic model utilizing the District's geographic information system (GIS) data set;
- Develop buildout wastewater development flow projections;
- Evaluate the capacity of the existing collection system during existing and buildout peak wet weather flows;
- Identify capacity deficiencies within the collection system and determine the necessary facility improvements needed;
- Identify necessary condition-based replacements; and
- Develop a Capital Improvement Plan (CIP) based on capacity and condition deficiencies.

The District will take into account the status (with video inspections) and impending future estimate of sewer capacity when implementing each year of the Capital Improvement Plan to rehabilitate and replace sewer infrastructure. Each fiscal year, pending current sewer actions, could potentially yield a different list than what was recommended in the Sanitary Sewer Master Plan.

In order to properly operate and maintain the sanitary sewer system, the District is now incorporating a Predictive Maintenance Program and Preventative Maintenance Program, as described below.

The Predictive Maintenance Program considers planned and scheduled inspection and rehabilitation of the sanitary sewer system. This would include CCTV and hydraulic modeling as part of the Sanitary Sewer Master Plan.

- Pipe and manhole CCTV or by staff entry as indicated
 - Initial inspection prior to CIP rehabilitation
 - Periodic system re-inspection
 - Detailed inspection or deteriorated areas prior to repair/rehab/replacement
 - Quality control of line cleaning, root cutting, etc.
 - Standardized defect coding system for CCTV
- Pump station inspection
 - Visual from surface every 6 weeks
 - McNamara inspects twice per year (includes electrical panel inspection)
 - Also covers: manhole concrete or protective coating condition, shelf condition and material loss, debris, roots, roaches/vermin, flow depth of water/diameter of channel, velocity, turbulence, hydrogen sulfide levels

The Preventative Maintenance Program relates to all routine preventative operation and maintenance activities, planned and scheduled, with all related documentation including replacement part inventories.

- Gravity Pipe Systems
 - Line Cleaning
 - Hydro-jetting and/or combination (jetting/vacuum) cleaning to minimize blockages, settled debris, grease accumulation
 - Cutting/jetting includes roots, scaling, debris, etc. as encountered
- Pump Station
 - Clean screens

Training Program

All field crew staff are required to attend formalized collection system training semi-annually. Additionally all field crew staff have passed Level 1 certification tests provided by the California Water Environment Agency (CWEA). Internal training also includes, but is not limited to, District Standard Operating Procedures (SOP). The District's SOPs are listed below.

1. Line Cleaning
2. CCTV Inspections
3. Pump Station Alarm Response
4. Overflow Emergency Response Plan

The Sanitation Supervisor will verify and approve any contracted company needed to perform any type of work upon the District's sewer system.

The annual training schedule is provided in Appendix D.

Equipment and Parts Inventories

These lists are included in Appendix D.

SECTION V – DESIGN AND PERFORMANCE PROVISIONS

Background and Regulatory Requirements

The Statewide WDRs governing sanitary sewers specify the development and implementation of design and performance provisions as an element of each Wastewater Collection Agency's Sanitary Sewer Management Plan (SSMP). Specifically, design and construction standards and each project's specifications must be in place for the installation of new facilities and for the rehabilitation and repair of existing facilities. Additionally procedures and standards for each project should be in place for inspecting and testing the installation of new sewers, pumps, and other appurtenances and for rehabilitation and repair projects.

Compliance Summary

The District has adopted the San Diego Regional Standard Drawings and San Diego Regional Supplement which is a supplement to the "Greenbook" Standard Specifications for Public Works Construction.

The City's Municipal Code 13.12.360 states in part, "All work performed and all plans and specifications required shall conform to the requirements prescribed by The San Diego Area Regional Standard Drawings and The Standard Specifications for Public Works Construction. These documents are on file at the office of the City Clerk."

Design

All gravity sewer line systems within the District are designed to meet regional standards for San Diego County. Pipe sizes are determined by the ultimate service area and available slope. All gravity sewer line plans are designed by registered civil engineers and reviewed and approved by the City Engineer prior to construction. Design and District Engineering services are provided by an outside contractor.

Construction

All gravity sewer line systems are constructed by qualified contractors, who must have a Class A general contractor's license when working within the City road right-of-way. The contractor's work is inspected by the City and tested for trench compaction and pipeline integrity in compliance with the Standard Specifications for Public Works Construction. Live connections to the gravity sewer system are not permitted until final approval by the District is given and record drawings have been filed.

Connections

All connection requests for private residences and commercial establishments are reviewed by the City. No connections are allowed until a valid wastewater discharge permit has been issued by the City.

Inflow and Infiltration

Based on historical data, and to not oversize facilities, for planning purposes, the hydraulic capacity evaluations of future/buildout conditions assume an average flow of 40 gpd/EDU for inflow and infiltration. This flow rate is based on readings from District meters.

Areas where wet weather flows are shown to have a peaking factor greater than 3.0 are put into a CIP prioritization which targets a reduction in inflow and infiltration. This data was gathered by the flow meters located throughout the District as part of the master plan update process.

SECTION VI – OVERFLOW EMERGENCY RESPONSE PLAN

Background and Regulatory Requirements

The Statewide WDRs governing sanitary sewers specify the development and implementation of an overflow emergency response plan as an element of each Wastewater Collection Agency's Sanitary Sewer Management Plan (SSMP). This element identifies the agency's practices to protect public health and the environment in the event of a spill. State Water Resources Control Board Order No. WQ2013-0058-EXEC amended the Monitoring and Reported Program (MRP) on September 9, 2013.

District Actions

The District has developed and implemented an Overflow Emergency Response Plan (OERP) which: standardizes the District's response actions to the report of a possible sanitary sewer overflow or spill; identifies the safety precautions and industry practices to ensure public and environmental health and safety; and identifies the internal and external notification and reporting requirements. Key required components of this SSMP element are discussed in the following sections.

An essential component of the OERP is the identification of the proper notification procedures to the appropriate parties, starting with the person who actually receives the initial reporting call; this includes notifications to regulatory agencies and other external agencies, as well as District management. The District's list of emergency contractor(s) is provided in the OERP.

In addition to general spill response practices, the plan identifies specific additional steps which should be followed for a particular spill type and procedures to contain and prevent/limit discharge to surface waters. The plan also identifies procedures to address emergency operations, such as traffic and crowd control, while adhering to District safety procedures.

Whenever there is a risk of contamination from a sewage spill to surface waters or an area of public contact, the District will initiate posting of the contaminated area with signs warning of the contamination. The Department of Health Services will be contacted in order to determine the duration of the posting and whether or not any closure or sampling of the area will be necessary. Upon notification by the Department of Health Services that the threat of contamination is over, the District will remove the posted signs.

To further minimize or correct any adverse impact, the plan procedures specify that any wash-water, debris, and contaminated soil are collected and properly disposed of.

Finally, the Sanitation Supervisor, in concert with the appropriate agencies and contractors, would direct sampling protocols, if necessary, to determine the environmental impact and remediation of the spill. The District maintains a sampling procedure which would be modified to incorporate the concerns of any regulatory authorities, as necessary, as part of the spill response. For spills greater than 50,000 gallons, the Water Quality

Monitoring Program reporting would be implemented to provide the appropriate sampling and documentation.

Training on the OERP is provided annually to District/City staff and emergency contractors. Training on the OERP is also a part of the new hire process for all staff in the field.

The OERP is attached to this section.

DRAFT

LEMON GROVE SANITATION DISTRICT OVERFLOW EMERGENCY RESPONSE PLAN

EFFECTIVE DATE: February 1, 2019
REVIEW DATE: February 1, 2020

Page 1 of 4

1.0 PURPOSE

The procedure for responding to a sanitary sewer overflow (SSO) was developed and instituted to:

- a. Standardize the proper method used by staff when responding to a report of a possible sewage overflow.
- b. Ensure that all safety precautions and industry practices are consistently followed to minimize the impact of a sewage spill to public health, worker safety, and the environment.
- c. Provide notification to all appropriate external agencies of the SSO.

2.0 SAFETY

Nothing in these procedures supersedes, or in any other way, relaxes District Safety Procedures regarding Traffic Safety, Electrical Safety, Confined Space, Infectious Disease, or Illness and Injury Prevention.

3.0 INCOMING CALL PROCEDURES

A. If initial call is received by the District or Heartland Dispatch, they shall note:

- a. **Reporting Person's Name:** _____
- b. **Reporting Person's Phone Number:** _____
- c. **Time the Spill was Reported:** _____
- d. **Spill Location:** _____
- e. **Time Spill Started (if known):** _____
- f. **Spill Type (if known): Manhole/Pipeline/Pump Station/Other**

Next Heartland Dispatch shall call the Sanitation Supervisor, or on-call person if after hours, to dispatch appropriate personnel.

B. When District staff receives report of a spill by either Heartland Dispatch, or directly from the public or some other means, staff will collect the following information:

- a. **Reporting Person's Name:** _____
- b. **Reporting Person's Phone Number:** _____
- c. **Time the Spill was Reported:** _____
- d. **Spill Location:** _____
- e. **Time Spill Started (if known):** _____
- f. **Spill Type (if known): Manhole/Pipeline/Pump Station/Other**

Staff will then notify the Sanitation Supervisor, or on-call person if after hours, and proceed to spill location.

LEMON GROVE SANITATION DISTRICT OVERFLOW EMERGENCY RESPONSE PLAN

EFFECTIVE DATE: February 1, 2019
REVIEW DATE: February 1, 2020

Page 2 of 4

4.0 SPILL RESPONSE PROCEDURES

Sanitation Staff Responding to Spill

- A. Quickly, but safely, proceed to the location of the reported spill in the combination truck.
Note time of arrival: _____
- B. Upon arrival, immediately investigate and assess the situation, especially for any safety hazards. Determine if there are any exceptional or additional measures required to protect the public, such as traffic control or crowd control (if so, contact the Sanitation Supervisor). As practical and within safety limits consider the use of barriers, taping of the area, or requesting assistance from law enforcement officials.
- C. Determine the type of water overflowing/spilling. Make a rapid estimate of spill flowrate or its volume, the source of the spill, and its destination (see photos of various spill volumes, Attachment A).
 - a. **Spill Volume Flowrate/Estimate:** _____ **in gallons** (include length, width, and depth of contained spill and/or estimate flowrate from pipe/manhole with estimated duration of flow and amount returned to the system)
 - b. **Spill Source:** _____
 - c. **Spill Destination :** _____
- D. Immediately make all practical efforts to contain the overflowing sewage to minimize potential damage from overflow runoff.
- E. As rapidly as possible, correct the cause of the spill. Note times spill is contained and/or problem corrected.
 - a. **Time Spill Contained:** _____
 - b. **Time Problem Corrected:** _____
- F. Keep Sanitation Supervisor informed of all aspects of the spill.
- G. Determine latitude and longitude of spill location and spill destination, if this location is substantially different (over 1000 yards away).
- H. If required, assist combination/pumper truck operator in returning all collected wastewater to sewer collection system.
- I. Assist with any and all repair/remediation efforts.
- J. Take photographs, if possible, to record spill size, spill damage, and response.
- K. As soon as practical after the spill/overflow has been corrected/cleared, wash and/or remediate all areas affected by the spill. Wash water and other debris, as well as contaminated soil should be collected and properly disposed of.

ADDITIONAL SPILL RESPONSE ITEMS

If Responding to a Gravity Sewer Blockage:

- a. Correct cause of blockage/overflow
- b. Clean area

LEMON GROVE SANITATION DISTRICT OVERFLOW EMERGENCY RESPONSE PLAN

EFFECTIVE DATE: February 1, 2019
REVIEW DATE: February 1, 2020

Page 1 of 4

1.0 PURPOSE

The procedure for responding to a sanitary sewer overflow (SSO) was developed and instituted to:

- a. Standardize the proper method used by staff when responding to a report of a possible sewage overflow.
- b. Ensure that all safety precautions and industry practices are consistently followed to minimize the impact of a sewage spill to public health, worker safety, and the environment.
- c. Provide notification to all appropriate external agencies of the SSO.

2.0 SAFETY

Nothing in these procedures supersedes, or in any other way, relaxes District Safety Procedures regarding Traffic Safety, Electrical Safety, Confined Space, Infectious Disease, or Illness and Injury Prevention.

3.0 INCOMING CALL PROCEDURES

A. If initial call is received by the District or Heartland Dispatch, they shall note:

- a. **Reporting Person's Name:** _____
- b. **Reporting Person's Phone Number:** _____
- c. **Time the Spill was Reported:** _____
- d. **Spill Location:** _____
- e. **Time Spill Started (if known):** _____
- f. **Spill Type (if known): Manhole/Pipeline/Pump Station/Other**

Next Heartland Dispatch shall call the Sanitation Supervisor, or on-call person if after hours, to dispatch appropriate personnel.

B. When District staff receives report of a spill by either Heartland Dispatch, or directly from the public or some other means, staff will collect the following information:

- a. **Reporting Person's Name:** _____
- b. **Reporting Person's Phone Number:** _____
- c. **Time the Spill was Reported:** _____
- d. **Spill Location:** _____
- e. **Time Spill Started (if known):** _____
- f. **Spill Type (if known): Manhole/Pipeline/Pump Station/Other**

Staff will then notify the Sanitation Supervisor, or on-call person if after hours, and proceed to spill location.

LEMON GROVE SANITATION DISTRICT OVERFLOW EMERGENCY RESPONSE PLAN

EFFECTIVE DATE: February 1, 2019
REVIEW DATE: February 1, 2020

Page 2 of 4

4.0 SPILL RESPONSE PROCEDURES

Sanitation Staff Responding to Spill

- A. Quickly, but safely, proceed to the location of the reported spill in the combination truck.
Note time of arrival: _____
- B. Upon arrival, immediately investigate and assess the situation, especially for any safety hazards. Determine if there are any exceptional or additional measures required to protect the public, such as traffic control or crowd control (if so, contact the Sanitation Supervisor). As practical and within safety limits consider the use of barriers, taping of the area, or requesting assistance from law enforcement officials.
- C. Determine the type of water overflowing/spilling. Make a rapid estimate of spill flowrate or its volume, the source of the spill, and its destination (see photos of various spill volumes, Attachment A).
 - a. **Spill Volume Flowrate/Estimate:** _____ **in gallons** (include length, width, and depth of contained spill and/or estimate flowrate from pipe/manhole with estimated duration of flow and amount returned to the system)
 - b. **Spill Source:** _____
 - c. **Spill Destination :** _____
- D. Immediately make all practical efforts to contain the overflowing sewage to minimize potential damage from overflow runoff.
- E. As rapidly as possible, correct the cause of the spill. Note times spill is contained and/or problem corrected.
 - a. **Time Spill Contained:** _____
 - b. **Time Problem Corrected:** _____
- F. Keep Sanitation Supervisor informed of all aspects of the spill.
- G. Determine latitude and longitude of spill location and spill destination, if this location is substantially different (over 1000 yards away).
- H. If required, assist combination/pumper truck operator in returning all collected wastewater to sewer collection system.
- I. Assist with any and all repair/remediation efforts.
- J. Take photographs, if possible, to record spill size, spill damage, and response.
- K. As soon as practical after the spill/overflow has been corrected/cleared, wash and/or remediate all areas affected by the spill. Wash water and other debris, as well as contaminated soil should be collected and properly disposed of.

ADDITIONAL SPILL RESPONSE ITEMS

If Responding to a Gravity Sewer Blockage:

- a. Correct cause of blockage/overflow
- b. Clean area

LEMON GROVE SANITATION DISTRICT OVERFLOW EMERGENCY RESPONSE PLAN

EFFECTIVE DATE: February 1, 2019
REVIEW DATE: February 1, 2020

Page 3 of 4

If Responding to a Gravity Sewer Breakage:

- a. Respond with combination truck and SSO trailer
- b. Immediately contact Modern Septic (619) 444-1131
- c. Contact additional agencies for assistance if needed

If Responding to Central Avenue Pump Station Failure:

- a. If wet well is overflowing
 - a. Divert to containment area using spill response materials
 - b. Correct the cause of the overflow
 - c. Disinfect area
 - d. Contact Modern Septic

If Responding to a Force Main Failure:

- a. Immediately contact Modern Septic (619) 444-1131

If SSO reaches Storm Drain/creek/watercourse, see Attachment B:

- a. Immediately contact Modern Septic (619) 444-1131

Sanitation Supervisor

- A. Dispatch additional assistance as required/requested by responding staff. This could include emergency pumping contractors (see Attachment C for contact information).
- B. Use Attachment C as a guide for determining which category SSO has occurred.
- C. Based upon size and location of sewer spill, coordinate with City Engineer (CE), RWQCB, Environmental Health, and Fish and Game to determine number, locations, frequency, and type of analyses for the samples required to determine environmental impact of spill and prepare and carry out a written plan and protocol as soon as practical, but within 1st 24 hours. CE will make recommendations as soon as possible to incorporate additional resources such as an environmental scientist or biologist as necessary. Note: If spill is greater than 50,000 gallons the SSO Water Quality Monitoring Program must be implemented.
- D. Will conduct an immediate investigation into the spill, including a review of the affected sewer line's preventative maintenance history.
- E. After investigation is completed and properly documented, a narrative report will be submitted to the City Manager and Public Works Director.
- F. Will conduct a spill response debriefing with Field Staff.
- G. Spill signage posting.

5.0 SPILL REPORTING PROCEDURES

- A. Sanitation Supervisor will make all required notifications to the SDRWQCB, DEH, and the Office of Emergency Services (OES) within two hours for any spill that is greater than or equal to 1,000 gallons reaching a storm drain, drainage channel, or surface waters (see Attachment C for important contacts).

LEMON GROVE SANITATION DISTRICT OVERFLOW EMERGENCY RESPONSE PLAN

EFFECTIVE DATE: February 1, 2019
REVIEW DATE: February 1, 2020

Page 4 of 4

- B. Sanitation Supervisor will prepare and/or review all follow up documentation for inclusion in the WDRs required SSO database, California Integrated Water Quality System (CIWQS) <http://ciwqs.waterboards.ca.gov/ciwqs> within twenty-four hours.
- C. Public Works Director submit draft CIWQS report for a Category 1 or Category 2 spill within 3 business days. Submit final CIWQS report for a Category 1 or Category 2 spill within 15 calendar days. Report for Category 3 spill within 30 calendar days of the end of month in which SSO occurred.
- D. See Attachment D for determining spill category and Attachment F for Final Report requirements.
- E. If Category 1 SSO is >50,000 gallons Public Works Director to prepare SSO Technical Report per outline in Attachment F. Submit final report within 45 calendar days.
- F. Sanitation Supervisor prepare hard copy and electronic file of all spill-related paperwork and transmit to Public Works Director.

Attachments:

- A. Manhole Overflow Spill Volume Estimation
- B. Posting and Sampling Procedures
- C. Emergency Contact List
- D. Determining Spill Category
- E. Final Report Requirements by Spill Category
- F. SSO Technical Report Outline for Category 1 Spills
- G. Sanitation Call Response Form

**LEMON GROVE SANITATION DISTRICT
OVERFLOW EMERGENCY RESPONSE PLAN**

ATTACHMENT A

SPILL VOLUME ESTIMATION

DRAFT



Reference Sheet for Estimating Sewer Spills from Overflowing Sewer Manholes

All estimates are calculated in gallons per minute (gpm)



5 gpm



25 gpm



50 gpm



100 gpm



150 gpm



200 gpm



225 gpm



250 gpm



275 gpm

All photos were taken during a demonstration using motorized water from a hydrant in conjunction with the City of San Diego's Water Department.

rev. 2/09

LEMON GROVE SANITATION DISTRICT OVERFLOW EMERGENCY RESPONSE PLAN

ATTACHMENT B POSTING AND SAMPLING PROCEDURES MATERIALS

Note: The need for posting and sampling will be determined by the Sanitation Supervisor based on communication with the Department of Health Services.

Note: Due to the hazards involved with posting and/or sampling, personal protective equipment including rubber boots, traffic vest, eye protection, and nitrile gloves must be worn.

- A. Retrieve posting and sampling materials.
- B. Collect samples and label each bottle with location collected, date and time of collection, and person taking sample.
- C. Sanitation Supervisor shall ensure that:
 - a. Posting and Sampling supplies are available (see list below),
 - b. Posting and Sampling continues as required by San Diego County Office of Environmental Health (DEH) and the San Diego Regional Water Quality Control Board (SDRWQCB),
 - c. Ensure that all results of sample analyses are transmitted to DEH and SDRWQCB as required.

The documentation of the above efforts shall be the District's Water Quality Monitoring Program. In addition to the above, if the spill is greater than 50,000 gallons, insure that ammonia is evaluated in the samples in addition to bacteriological indicators required by DEHS or RWQCB. These samples must be taken within 48 hours of becoming aware of the spill.

Posting and Sampling Materials:

- a. (1) Sledge Hammer
- b. (50) wooden stakes
- c. (40) Warning – Contaminated Water Signs
- d. (1) Staple Gun
- e. (2) boxes of staples (minimum 3/8 inch)
- f. (8) clean sample bottles
- g. (16) Bottle Labels
- h. (1) black Sharpie Pen
- i. (2) 50 foot rolls of yellow barrier tape

**LEMON GROVE SANITATION DISTRICT
OVERFLOW EMERGENCY RESPONSE PLAN**

**ATTACHMENT C
EMERGENCY CALLOUT LIST**

KEY DISTRICT CONTACTS		
Name	Title	Phone Numbers
Lydia Romero	City Manager	Work – (619) 825-3800
Michael James	Public Works Director/Assistant City Manager	Work – (619) 825-3814
Edgar Camerino	District Engineer	Work – (619) 825-3821
(Vacant)	Public Works Superintendent	Cell - Work -
Scott Adams	Sanitation Supervisor	Cell – (619) 454-0715
Stephanie Boyce	Administrative Assistance	Work – (619) 825-3811
Emergency and Key Service Contractors		
SDRWQCB	Public Agency	(619) 516-1990
OES	Public Agency	(800) 852-7550
DEHS	Public Agency	Day – (858) 495-5579 After Hours - (858) 565-5255
City of La Mesa	Public Agency	
City of San Diego	Public Agency	
County of San Diego	Public Agency	
Modern Septic	Emergency Contractor	Office – (619) 444-1131
D-Max Engineering	Water Quality/Sampling Consultant	(858) 586-6600
Heartland Dispatch	After Hours City Dispatch	Office - (619) 441-1621

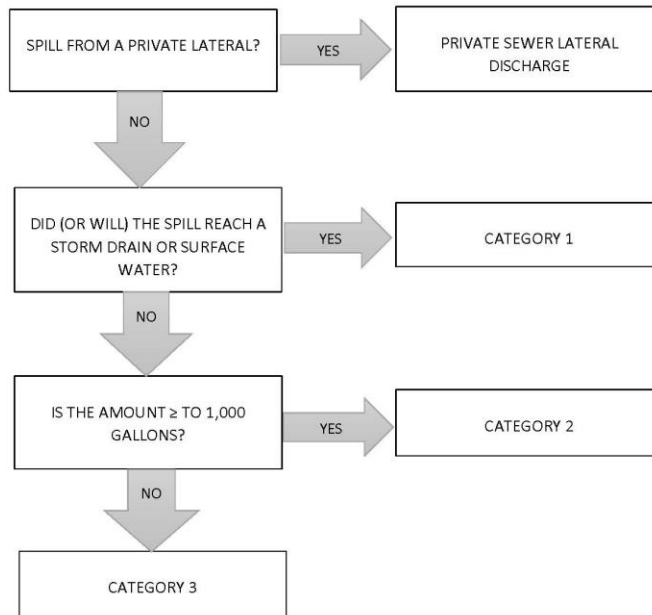
**LEMON GROVE SANITATION DISTRICT
OVERFLOW EMERGENCY RESPONSE PLAN**

ATTACHMENT D

DETERMINING SPILL CATEGORY

DRAFT

DETERMINING SPILL CATEGORY



**LEMON GROVE SANITATION DISTRICT
OVERFLOW EMERGENCY RESPONSE PLAN**

ATTACHMENT E

CERTIFIED SSO REPORT

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CERTIFIED SSO REPORT
 REQUIREMENTS IN ADDITION TO SPILL DATA SHEET

Required to Complete?			MRP Item Section 8.i.b.	District Response
Category 1	Category 2	Category 3		
✓	✓	✓	1. Description of SSO destination(s)	
✓	✓	✓	2. SSO end date and time	
✓	✓	✓	3. SSO causes (mainline blockage, roots, etc.)	
✓	✓	✓	4. SSO failure point (man, lateral, etc.)	
✓	✓	✓	5. Whether or not the spill was associated with a storm event.	
✓	✓	✓	6. Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the overflow; and a schedule of major milestones for those steps.	
✓	✓	—	7. Description of spill response activities.	
✓	✓	—	8. Spill response completion date.	
✓	✓	—	9. Whether or not there is an ongoing investigation, the reasons for the investigation and the expected date of completion.	
✓	—	—	10. Whether or not a beach closure occurred or may have occurred as a result of the SSO.	
✓	—	—	11. Whether or not health warnings were posted as a result of the SSO.	

**CERTIFIED SSO REPORT
REQUIREMENTS IN ADDITION TO SPILL DATA SHEET**

Required to Complete?			MRP Item Section 8.i.b.	District Response
Category 1	Category 2	Category 3		
✓	—	—	12. Name of beach(es) closed and/or impacted. If no beach was impacted, NA shall be selected.	
✓	—	—	13. Name of surface water(s) impacted.	
✓	—	—	14. If water quality samples were collected, identify parameters the water quality samples were analyzed for. If no samples were taken, NA shall be selected.	
✓	—	—	15. If water quality samples were taken, identify which regulatory agencies received sample results (if applicable). If no samples were taken, NA shall be selected.	
✓	—	—	16. Description of methodology(ies) and type of data relied upon for estimations of the SSO volume discharged and recovered.	
✓	✓	✓	17. SSO Certification: Upon SSO Certification, the CIWQS Online SSO Database will issue a final SSO identification (ID) number.	

**LEMON GROVE SANITATION DISTRICT
OVERFLOW EMERGENCY RESPONSE PLAN**

ATTACHMENT F

SSO TECHNICAL REPORT OUTLINE

DRAFT

SSO TECHNICAL REPORT OUTLINE

Reporting

A report following this outline shall be submitted to CIWQS for an SSO \geq 50,000 gallons. The report shall be filed within 45 calendar days of the SSO end date. Note that the Water Boards may require additional information based on spill event.

Outline

1. Causes and Circumstances of the SSO:
 - a. Complete and detailed explanation of how and when the SSO was discovered.
 - b. Diagram showing the SSO failure point, appearance point(s), and final destination(s).
 - c. Detailed description of the methodology employed and available data used to calculate the volume of the SSO and, if applicable, the SSO volume recovered.
 - d. Detailed description of the cause(s) of the SSO.
 - e. Copies of original field crew records used to document the SSO.
 - f. Historical maintenance records for the failure location.

2. Enrollee's Response to SSO:
 - a. Chronological narrative description of all actions taken by enrollee to terminate the spill.
 - b. Explanation of how the SSMP Overflow Emergency Response plan was implemented to respond to and mitigate the SSO.
 - c. Final corrective action(s) completed and/or planned to be completed, including a schedule for actions not yet completed.

3. Water Quality Monitoring:
 - a. Description of all water quality sampling activities conducted including analytical results and evaluation of the results.
 - b. Detailed location map illustrating all water quality sampling points.

LEMON GROVE SANITATION DISTRICT
OVERFLOW EMERGENCY RESPONSE PLAN

ATTACHMENT G

Sanitation Call Response Form

Location _____
Date _____ Time _____
Crew that Responded _____

Details:

Spill Appearance Point _____
Responsible Party City Sanitation Dist. / Private lateral / Other _____
Estimated Spill Volume _____
Estimated Spill GPM _____
Cause of Blockage _____
Damage to Private Property Yes / No _____
Surface Water Impacted Yes / No _____
Drinking Water Supply Impacted Yes / No _____
If yes Affected Areas:

Actions Taken:

Restored Flow _____ cleaned up spill _____
Contained all or portion of spill _____
CCTV Inspection investigation report _____

Comments _____

Notes _____

SECTION VII – FATS, OILS, AND GREASE CONTROL PROGRAM

Background and Regulatory Requirements

The Statewide WDRs governing sanitary sewers specify Fats, Oils, and Grease (FOG) Control Programs as an element of each Wastewater Collection Agency's SSMP. This element requires each agency to evaluate its service area to determine whether a FOG control program is needed and to develop a FOG control program if appropriate.

District Actions

The City's Municipal Code's 13.12.220, 13.12.260, and 13.12.270 contain language-describing prohibitions on the discharge of any materials or obstructions that have the potential to clog, obstruct or fill the sewer or will interfere with or prevent the effective use of the sewer system. Additionally, there is language prohibiting the discharge of various toxic substances, petroleum products, rain water and surface water. City Municipal Code 13.16 establishes legal authority by the City to enforce infrastructure improvements in locations with chronic FOG issues.

The City adheres to the California Plumbing Code. Stated within the code, Section 1014.8 stipulates the requirements for grease interceptors for commercial kitchens. At this time, grease interceptors are not required for individual dwelling units or for any private living quarters.

The District has a list of "hot spots", shown on the district maps in the Public Works Department that are subject to excess FOG and are cleaned twice a year. Current authority to inspect grease-producing facilities and enforcement is governed by City Municipal Codes 13.12.330 and 13.16.110. In part, these codes authorize the Public Works Director to enforce all provisions of Chapter 13 and for such purpose shall have the powers of a peace officer. Additionally, all actions taken by the City/District staff will provide for the recovery of capital and operation costs of such facilities.

Source control measures for all identified "hot spots" will consist of:

- Distribution of the District's pamphlets for restaurant and homeowner grease control; and
- Restaurants will be required to install grease traps or interceptors via the plan check process; or
- Inspections by City staff and/or contracted employees, as necessary.

District Documents Referenced By This Section

- City Municipal Code
- CPC Chapter 10

SECTION VIII – SYSTEM EVALUATION AND CAPACITY ASSURANCE PLAN

Background and Regulatory Requirements

The Statewide WDRs governing sanitary sewers specify that each Wastewater Collection Agency shall prepare and implement a capital improvement plan (CIP) that will provide hydraulic capacity of key sanitary sewer system elements for dry weather peak flow conditions, as well as the appropriate design storm or wet weather event as part of the SSMP.

District Actions

Overall System and Treatment Capacity Evaluation – Flows generated within the District are treated at the Point Loma Wastewater Treatment Plant. The Point Loma Wastewater Treatment Plant is one of three treatment facilities in the overall Metro wastewater system. The District's ownership and financial responsibilities for its fair share of the Metro system is about 1.266% per the latest City of San Diego reports (fiscal year 2015). There is sufficient treatment capacity in the Metro system to accommodate the District's buildout projected flows.

In August 2017, the District updated its Sanitary Sewer Master Plan that included an analysis to forecast future wastewater flows through District buildout. The plan incorporates a computer model based hydraulic analysis of every pipeline in the sewer system to identify capacity deficiencies during dry and wet weather flows under existing and buildout conditions. The plan further identifies the specific capital improvement projects necessary to address the deficiencies along with triggers related to the timing of their implementation. The current system capacity is sufficient to convey the current dry weather peak sewer flows.

Inflow and infiltration mitigation projects are recommended to address apparent peak wet weather capacity concerns. Buildout related capacity improvement projects will be implemented based on growth in the District and actual wastewater flows.

Pump Station Evaluation – The single pump station in the District, Central Avenue, presently serves only six single-family homes and its service area is not anticipated to increase. The pump station is equipped with Gould's grinder pumps and was completed by McNamara Pump and Electric, Inc. in 2013. McNamara also presently services the pump station twice a year to confirm proper operation of the pumps and alarms. Stainless steel screens are installed surrounding each of the pumps to minimize debris to the pumps; District staff cleans these approximately every six weeks.

Design Criteria – All design criteria for current and future sewer projects will adhere to the San Diego Area Regional Standard Drawings, as stated in the City's Municipal Code 13.12.200. For planning purposes the District utilizes a 240 gpd/EDU generation rate per current District Ordinance No. 27.

Capacity Enhancement Measures – The Sanitary Sewer Master Plan contains a list of each project identified as necessary to increase the capacity of segments within the sewer system. If no improvements are required in the short term, then long-term improvements will be planned according to City development and metered sewer flows.

Schedule – Per the Sanitary Sewer Master Plan update there are projects currently identified for the District. This may be updated depending on the findings of the system evaluation described above.

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SECTION IX – MONITORING, MEASUREMENT, AND PROGRAM MODIFICATIONS

Background and Regulatory Requirements

The Statewide WDRs governing sanitary sewers specify that each Wastewater Collection Agency shall:

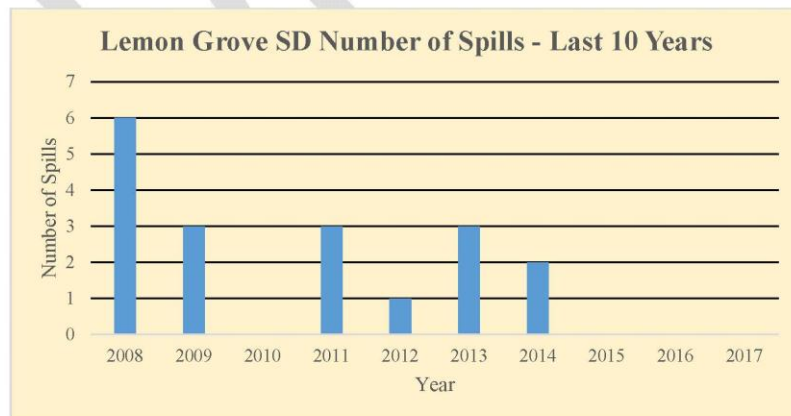
- maintain relevant information that can be used to establish and prioritize appropriate SSMP activities,
- monitor the implementation and measure the effectiveness of each element of the SSMP,
- assess the success of the preventative maintenance program,
- update program elements, as appropriate based on monitoring or performance evaluations, and
- identify and illustrate SSO trends, including frequency, location, and volume.

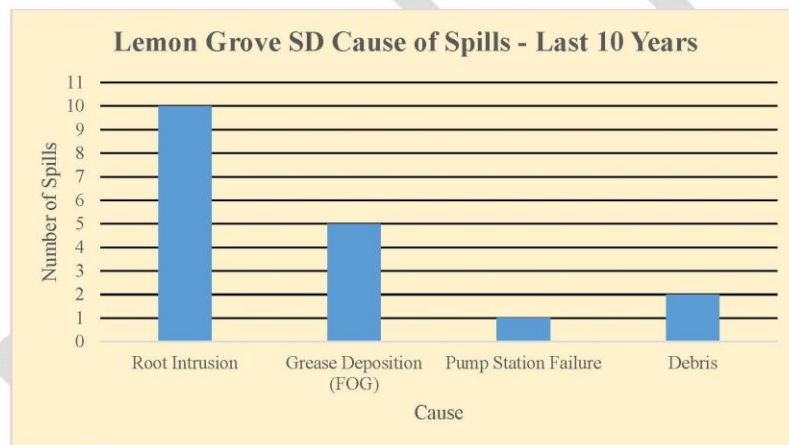
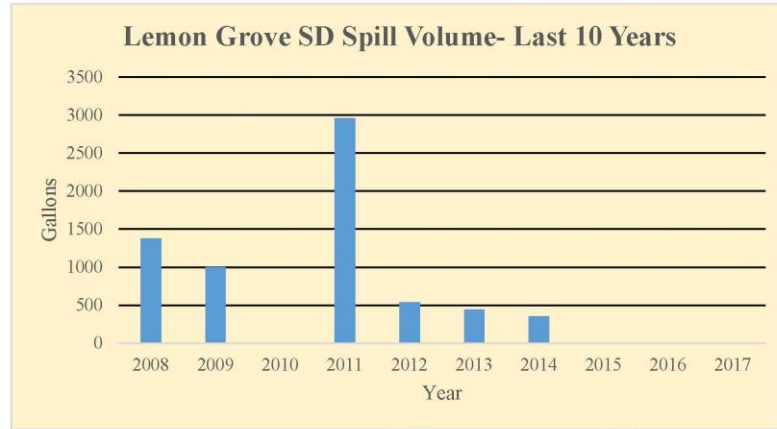
Maintaining the applicability of the SSMP to District activities necessitates ongoing evaluation of the activities the District performs, their success, and improvement if necessary.

District Actions

Preventative Maintenance Program Evaluation

The graphs below illustrate the District’s spill history over the last decade, not including private laterals. Exhibit A illustrates the spill locations and Appendix E presents the spill summary list. The exact location of two spills are not known and are omitted on Exhibit A.





As stated in Section IV, the District primarily utilizes its CCTV equipment to gather data on its collection system and monitor for any issues. Deficient sections are organized into a priority list for replacement via a CIP. The results of the District's CCTV activities will continue to be presented in more detail in subsequent audits of this SSMP and the next rendition of the SSMP itself.

The combination of root treatments, regular hydrocleaning, and CCTV activities have been effective in decreasing the frequency and volume of spills in recent years.

Monitoring, Measuring, and Modifying the SSMP Sections

Upon completion of the SSMP, the District will evaluate the SSMP elements and make program modifications as necessary. To ensure that all elements of the SSMP are implemented, relevant, and effective, the District will complete the Section IX SSMP Evaluation Checklist. The checklist was developed for the specific purpose of evaluating the SSMP and will be conducted concurrent with future SSMP Audits. The checklist can be found on the next pages. Changes to the checklist will be documented in future audits of this SSMP.

District Documents Referenced By This Section

- SSMP Evaluation Checklist
- Exhibit A (SSO Locations 2008-2017)

Lemon Grove Sanitation District SSMP Evaluation Checklist			
Date Evaluation Completed:			
Monitoring, Measurement, and Modification Question	Yes	No	Update Needed in SSMP?*
Sections I, II, III (District Goals, Organization, Legal Authority)			
1. Has there been an appreciable change in the District Goals?			
2. Has the District's Legal Authority been reviewed considering new regulations?			
3. If appropriate for the review cycle, have the City's Ordinances been reviewed for necessary changes?			
4. Was the staff size and organizational chain of command sufficient for implementation of the preventative maintenance programs and SSO spill response?			
5. In review of the spill causes and environmental impacts (if any), would additional staff or a change in District organization lessened or eliminated the spill cause and environmental impact?			
6. In review of the spill causes and environmental impacts (if any), was the sufficient legal authority for the District to respond and take action as necessary?			
Section IV (Preventative Maintenance Program)			
1. Have the new pipelines, manholes, and updates from the field been included in District documents?			
2. Were all scheduled preventative maintenance activities completed as scheduled (e.g., hydrocleaning, video inspection, exercising, pump station inspections, etc.)?			
a. If not, determine cause and if additional staff is necessary to complete required schedule.			
3. Is the current pipeline CCTV inspection project on-track for a complete system inspection within the 4 year timeline?			
4. Has the appropriate ongoing training been conducted and recorded?			
5. Were pipelines added to Repair/CIP list as a result of CCTV inspections?			
6. Has a CIP plan been developed to address them?			
7. Have the condition-based CIP recommendations from the 2017 Sanitary Sewer Master Plan been implemented as appropriate? - If not, identify cause/approach.			
Section V (Design and Performance Provisions)			
1. Have the current District Documents been sufficient to address design and construction needs?			
2. Have the current Ordinances, CPC, and Greenbook been sufficient to address inspection and testing needs?			
Section VI (Overflow Emergency Response Plan)			
1. Has the current Overflow Emergency Response Plan (OERP) and its attachments been reviewed and up-to-date?			
2. Has the appropriate ongoing training for the OERP been conducted?			

Lemon Grove Sanitation District SSMP Evaluation Checklist			
Date Evaluation Completed:			
Monitoring, Measurement, and Modification Question	Yes	No	Update Needed in SSMP?*
3. Have the newly hired employees, if applicable, been provided and trained on the OERP?			
4. Has the LRO certified No Spill for each month (when applicable)?			
5. Has the Collection System Questionnaire been updated in CIWQS?			
Section VII (FOG Control Program)			
1. Were permits processed for new food establishments in the District?			
a. If so, is there a BMP agreement on file?			
2. In review of the SSO causes for the year, have any been attributable to FOG?			
Section VIII (System Evaluation & Capacity Assurance Plan)			
1. Have any capacity driven deficiencies within the District been identified since the last SSMP or SSMP audit?			
a. If so, have these been addressed (i.e. CIP)?			
2. Have the Sanitary Sewer Master Plan capacity recommendations been reviewed and implemented?			
Section IX (Monitoring, Measurement, & Program Modifications)			
1. Has the checklist evaluation been completed?			
2. Are there changes that need to be made to the District's Overflow Emergency Response Plan?			
3. Was the Sewer Spill Map updated and appropriate reporting completed after each SSO? (If Applicable)			
4. In the SSMP, are there changes substantial enough such that the SSMP needs to be revised? SSMP revisions will typically occur on a 5-year basis. The following is a list of items which would trigger a revision of the SSMP prior to the standard 5-year cycle update. Other minor changes within the District's organization, procedures, & activities would not necessitate an SSMP revision, but would be captured in the next revision cycle.			
i. A substantial change in organization such that the chain of command for spill response or reporting are altered.			
ii. A substantial change in the regulations such that the District's legal authority (District Ordinance) is deemed by District counsel to provide insufficient authority to the District.			
iii. A substantial change in regional board reporting policy (or other regulatory agency) such that standard operating procedures for spill response must be substantially re-written.			
iv. The monitoring of District flow results indicates that the current conclusion that sufficient capacity exists in the District collection system is no longer valid.			
Section X Evaluation (SSMP Program Audits)			
1. Has the SSMP Program Audit been completed?			
2. Are there changes that need to be made to the Evaluation checklist?			

Lemon Grove Sanitation District SSMP Evaluation Checklist			
Date Evaluation Completed:			
Monitoring, Measurement, and Modification Question	Yes	No	Update Needed in SSMP?*
Section XI Evaluation (Communication Program)			
1. Is the SSMP section of the District website up-to-date? And has the SSMP status been relayed to the public?			
* If an update is needed in the SSMP,			
1. Determine if the update is significant enough to warrant re-development and re-adoption of the SSMP prior to the 5-year re-adoption schedule and			
2. describe the update needed			

SECTION X – PROGRAM AUDITS

Background and Regulatory Requirements

The Statewide WDRs governing sanitary sewers specify that the District shall conduct periodic internal audits, appropriate to the size of the system and the number of SSOs. These audits must occur at a minimum of every two years and a report must be prepared and kept on file. The audit shall focus on evaluating the effectiveness of the SSMP and the District's compliance with the SSMP requirements, including the identification of any deficiencies in the SSMP and the steps to correct them.

District Actions

Every two years after the completion of this SSMP, the District will prepare a written audit of the SSMP using the Section IX and X checklist. Information used to monitor and measure the success of the SSMP will be used to prepare the audit and any program modifications will be documented at this time. The audit will include the identification of any deficiencies and the steps to correct them. The findings of the audit will be reported to the Board and the audit report will be posted on the District's website for public review.

SSMP Audit Checklist			
Section	Requirement	SSMP Current	SSMP Implemented
I - Goals	Reduce, prevent, and mitigate SSOs		
II - Organization	Designate Legal Responsible Oversight		
	Organizational Chart		
III - Legal Authority	Contact info for SSMP implementation		
	Prevent illicit discharges		
	Require proper design and construction		
	Ensure access to facilities		
	Limit FOG		
IV - O&M Program	Enforce violations		
	Up to date mapping		
	Describe routine PM program		
	Rehabilitation and replacement plan		
	Proper training		
V - Design and Performance Provisions	Equipment and replacement part inventories		
	Design and construction standards for new facilities		
	Design and construction standards for rehab and replacement facilities		
	Procedures and standards for inspection and testing of new facilities		
VI - Overflow Emergency Response Plan	Procedures and standards for inspection and testing of rehab facilities		
	Notification procedures		
	Response plan		
	Appropriate training		
	Procedures for emergency operations		
VII - FOG Control Program	Program to contain and prevent SSOs from reaching waters		
	Determine if applicable		
VIII - System Capacity Assurance	Capacity evaluation up to date		
	Design criteria in place		
	Capacity enhancement measures		
	Schedule		
IX - MMM	Maintain relevant info		
	Monitor implementation		
	Assess success of PM program		
	Update program elements		
X - SSMP Audits	Identify and illustrate SSO trends		
	Conduct annual audit		
	Prepare audit report		
XI - Communication Program	Record changes made/corrective action taken		
	Communicate regarding preparation		
	Communicate regarding performance		
	Communicate with surrounding agencies		

SECTION XI – COMMUNICATIONS

Background and Regulatory Requirements

The Statewide WDRs governing sanitary sewers specify that the District shall communicate on a regular basis with the public on the development, implementation, and performance of its SSMP. The communication system shall provide the public the opportunity to provide input to the District as the program is developed and implemented. The District shall also have a plan of communication with systems that are tributary to the District's sanitary sewer system.

District Actions

Website. The District's website www.lemongrove.ca.gov/departments/public-works/sanitation provides information on the District ranging from procedures to report a sewer spill to general information of how to access current fees and charges. The District is currently in the process of providing information about the SSMP (and its audits) and FOG on the District website. The District plans to add information about these items to the website at time of adoption of this SSMP.

Opportunity for Public Comment. The District's webpage provides the community with avenues to contact the District with any questions they may have regarding the SSMP.

The District reports SSOs electronically to the California Integrated Water Quality System (CIWQS). The electronic SSO data, which has a public information section as well as information regarding regulatory actions, is available at:

http://www.waterboards.ca.gov/water_issues/programs/ciwqs/publicreports.shtml

Interactions with Neighboring Agencies. Neighboring agencies to the District are the City of La Mesa, City of San Diego, and County of San Diego (Spring Valley area). All are metro participants and rely on annual coordination for financial purposes as well as field staff coordinating as necessary. Emergency contact information for the neighboring agencies is included in the OERP.

APPENDIX A

OFFICIAL ADOPTION OF THE
2019 SSMP UPDATE BY THE
LEMON GROVE CITY COUNCIL

APPENDIX B

SSMP CHANGE LOG

APPENDIX C

AUDITS OF THE SSMP

APPENDIX D

LIST OF CRITICAL REPLACEMENT PARTS MAINTENANCE,
SPILL RESPONSE EQUIPMENT LIST, “HOT SPOT” LIST,
AND TRAINING SCHEDULE

Lemon Grove Sanitation District

Cleaning Equipment

Cleaning Equipment

Gap-Vax combination truck

Water capacity 1000 Gal.

Pump capacity 3000 Psi PD drive

Debris tank 5 Yd.

Hose length 800'

Hose diameter $\frac{3}{4}$ "

Vacuum 16" blower PD drive

Vacuum diameter 8" diameter, up to 30' depth 750 CFM

Cleaning nozzles

- Bulldog Routine maintenance
- Warthog Root control
- Grenade PVC lines only
- Chisel When needed
- Penetrator When needed
- Chain flail When needed

Additional sanitation tools

- Debris baskets 6" and 8"
- Spade
- Clam shell
- Scoop
- Curved forks
- Grabber
- 6 Pole extensions 6' length

Lemon Grove Sanitation Dist.

Sewer Response Trailer

Trash Pumps

- Wacker 3" X 350 GPM
- Pacific Hydro Star 3" X 300 GPM
- 2 - 3" X 30' Inflow hoses
- 9 - 3" X 100' Outflow hoses

Generator 8,000 watt

Tripod with 2 harnesses 250 lbs. rating

Fresh Air Pump with 25' flex tube 1150 CFM

Gas Detectors 2 Multi gas

Disposable Gloves

Spill Control Items

- 20 Sand bags
- 4 spill kits
- 25 lbs. Absorbent
- 6 absorbent socks

Tools

- Broom
- Shovels (square tip round tip and scoop)
- Dig bar
- Rake
- Flash light

Sanitation Hot Spots

Date						
GIS	Street	From M/H	To M/H	Size	Ftg	Comments
1191	Lemon Grove Ave	576-34-04	576-34-03	8	300	R bi-yearly
1192	Lemon Grove Ave	576-34-03	576-34-02	8	300	R bi-yearly
908	Dennis Ln	503-23-03	C-9000120	8	220	G bi-yearly
27	Lester Ave	480-11-02	C-9000286	8	216	G bi-yearly
26	Lester Ave	480-11-01	480-11-02	8	350	G bi-yearly
165	Massachusetts Ave	479-08-02	479-08-03	8	193	R bi-yearly
164	Massachusetts Ave	479-08-01	479-08-02	8	292	R bi-yearly
	Central Ave	479-10-01	Pump station maint.			S every 5 weeks
	Massachusetts Ave	479-48-01	479-48-DE-E	8		G every 5 weeks
370	Massachusetts Ave	479-48-01	C-9000048	8	70	G every 5 weeks
369	Massachusetts Ave	479-48-01	576-08-01	8	350	R bi-yearly

Crew _____ Clean _____ Water _____

Lemon Grove Sanitation District

Standard Operating Procedures Training Schedule FY-19

Date Completed:

1. Line Cleaning
2. CCTV Inspections
3. Pump Station Alarm Response
4. Overflow Emergency Response Plan
5. Permanent Flow Meter Evaluation*

*Annual District Activity

APPENDIX E

SANITARY SEWER OVERFLOW (SSO) SUMMARY

WDID	STATUS	SPILL ID	CERT PERSON	STEP	CERT PERSON TITLE	CERT LOCATION	CERT ID	SPILL CREATED DT	SUBMIT DRAFT DATE	ORIGINAL CERTIFIED DATE	CERT DT	SPILL TYPE	SPILL VOL REACH LAND
95SO10654	Active	711904	Patrick Lund	Certified	Public Works Director / District Engineer	City Hall, Lemon Grove	345468	1/28/2008		9/28/2009	9/28/2009	Category 3	
95SO10654	Active	714449	Patrick Lund	Certified	Public Works Director / District Engineer	City Hall, Lemon Grove	853504	3/4/2008		9/28/2009	9/28/2009	Category 3	
95SO10654	Active	714800	Patrick Lund	Certified	Public Works Director / District Engineer	City Hall, Lemon Grove	773501	3/12/2008		9/28/2009	9/28/2009	Category 3	
95SO10654	Active	724631	Patrick Lund	Certified	Public Works Director / District Engineer	City Hall, Lemon Grove	597170	8/13/2008		10/2/2008	10/2/2008	Category 3	
95SO10654	Active	729191	Michael James	Certified	Public Works Director	07/13/2011	590437	11/12/2008		11/13/2008	7/13/2011	Category 1	
95SO10654	Active	737916	Michael James	Certified	Public Works Director	07/13/2011	536797	5/26/2009		5/26/2009	7/13/2011	Category 1	
95SO10654	Active	737917	Patrick Lund	Certified	Public Works Director / District Engineer	City Hall, Lemon Grove	201404	5/26/2009		5/26/2009	9/28/2009	Category 3	
95SO10654	Active	744562	Michael James	Certified	Public Works Director	07/13/2011	322491	9/14/2009		9/14/2009	7/13/2011	Category 1	
95SO10654	Active	746931	Patrick Lund	Certified	Public Works Director / District Engineer	City Hall, Lemon Grove	522664	11/23/2009		1/25/2010	1/25/2010	Category 3	
95SO10654	Active	768472	Michael James	Certified	Public Works Director	07/13/2011	179586	7/13/2011	7/13/2011	7/13/2011	7/13/2011	Category 1	
95SO10654	Active	770584	Michael L. James	Certified	Public Works Director	Lemon Grove, CA	791336	8/31/2011	8/31/2011	8/31/2011	10/20/2011	Category 1	
95SO10654	Active	777399	Mike James	Certified	PW Director	Lemon Grove, CA	584739	2/13/2012	2/13/2012	2/13/2012	2/13/2012	Category 3	
95SO10654	Active	781944	Mike James	Certified	Public Works Director	Lemon Grove, CA	440628	6/5/2012	6/5/2012	6/5/2012	6/5/2012	Category 3	
95SO10654	Active	794036	Mike James	Certified	PW Director	Lemon Grove, CA	277016	5/9/2013	5/9/2013	8/16/2013	8/16/2013	Category 3	
95SO10654	Active	799804	Mike James	Certified	Public Works Director	Lemon Grove, CA	437796	10/16/2013	10/16/2013	11/5/2013	11/5/2013	Category 3	180
95SO10654	Active	804216	Mike James	Certified	PW Director	Lemon Grove, CA	242196	2/26/2014	2/26/2014	2/26/2014	2/26/2014	Category 3	160
95SO10654	Active	804876	Mike James	Certified	PW Director	Lemon Grove, CA	704100	3/25/2014	3/25/2014	3/27/2014	3/27/2014	Category 3	0
95SO10654	Active	807939	Michael James	Certified	Public Works Director	Lemon Grove, CA	550789	7/28/2014	7/28/2014	7/29/2014	7/29/2014	Category 3	50

WDID	SPILL VOL	VO. RECO.	VO. REACH	SURFACE	REACH STORM DRAINPIPE	RETURN TO SSS	SPILL LOC NAME	SPILL LOC DESC	NUMBER	APPEAR PT	SPILL CAUSE
95SO10654	40	20	0	No	No	Not Applicable - Sp	2930 Main Street	Spill in masterbath and second bathroom		Building or structure	Root intrusion
95SO10654	20	10	0	No	No	Not Applicable - Sp	Broadway Lane Easement	Around manhole 499-22-04 in dirt easement.		Gravity sewer	Root intrusion
95SO10654	10	0	0	No	No	Not Applicable - Sp	Easement off of Broadway	In dirt easement behind 8240 Broadway		Manhole	Root intrusion
95SO10654	400	360	0	No	No	Not Applicable - Sp	7168 San Miguel Avenue	Under house into the dirt		Other (specify)	Grease deposition (FOG)
95SO10654	560	300	260	Yes	No	Not Applicable - Sp	2047 Ensenada Street	Roadway		Manhole	Debris-General
95SO10654	350	300	50	Yes	No	Not Applicable - Sp	Massachusetts Avenue	From around sewer manhole 479-08-02		Manhole	Grease deposition (FOG)
95SO10654	1	0	0	No	No	Not Applicable - Sp	2645 Cypress Avenue			Building or structure	Root intrusion
95SO10654	960	700	200	Yes	Yes	No	6800 Federal Blvd.	Sewer Manhole in sidewalk of 6800 Federal Blvd.		Gravity sewer	Grease deposition (FOG)
95SO10654	40	0	0	No	No	Not Applicable - Sp	Front Yard of 2842 Washington St	Front yard clean out.		Other (specify)	Grease deposition (FOG)
95SO10654	810	780	30	Yes	No	Not Applicable - Sp	Central Pump Station Manhole	At the pump station manhole cover		Pump station	Pump station failure
95SO10654	1800	0	1800	Yes	Yes	No	City of SD Spill on Federa Blvd	Sewer manhole with sewer main coming from the City of San Diego		Manhole	Root intrusion
95SO10654	350	350	0	No	No	Not Applicable - Sp	Sewer Manhole (Mass Ave)			Gravity sewer	Root intrusion
95SO10654	540	540	0	No	No	Not Applicable - Sp	Car Quest Auto Parts	Floor drain and restrooms		Building or structure	Debris-Rags
95SO10654	100	95	0	No	No	Not Applicable - Sp	Monte Vista Lodge	Sewer manhole in parking lot		Manhole	Root intrusion
95SO10654	180	170	0	No	No	Not Applicable - Sp	cleanout at 8220 Lemon Grove W	Private lateral spill caused by partial mainline blockage. Cont	1	Lateral Clean Out (Private)	Root intrusion
95SO10654	160	150	0	No	No	Not Applicable - Sp	1906 Noble St	Inside of home at 1906 Noble St.	1	Inside Building or Structure	Root intrusion
95SO10654	300	300	0	No	Yes	Yes	Private lateral for Kentucky Fried	Private lateral in drive-through of Kentucky Fried Chicken at	1	Lateral Clean Out (Private)	Grease Deposition (FOG)
95SO10654	50	50	0	No	No	Not Applicable - Sp	3774 Main St private lateral cont	Private lateral spill that was contained in the curb and gutter	1	Lateral Clean Out (Private)	Root intrusion



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 4

Meeting Date: February 19, 2019

Submitted to: Honorable Mayor and Members of the City Council

Department: Public Works Department

Staff Contact: Mike James, Assistant City Manager

mjames@lemongrove.ca.gov

Item Title: **Accept the Lemon Grove Avenue Realignment Project as Substantially Complete**

Recommended Action: Adopt a resolution accepting the Lemon Grove Avenue Realignment Project as Substantially Complete.

Summary: In June 2016, the City awarded a construction contract to West Coast General Corporation (WCG) to construct the Lemon Grove Avenue Realignment Project (LGA Realignment Project). In March and October 2018, the City Council received additional reports from staff that outlined multiple project delays as well as additional requests for funds to complete the project. Now entering the 32-month, the project is nearing its completion with a few minor “punch-list” construction items that should be completed by the end of February 2019.

The remaining portion of this staff report provides additional information about this project that includes what items have been completed since the last update, identifies the items that are anticipated to be completed by the end of February 2019, highlights the project budget, and details additional information about the 20A Undergrounding Project which will occur in the same project footprint as the LGA Realignment Project.

Background: The LGA Realignment Project is the City’s single largest construction project that originated more than a decade ago in preliminary design. When enough grant funds were applied for and awarded to the City, staff began construction on this project in 2016. On June 21, 2016, the City Council awarded a construction contract to WCG in an amount of \$5,506,461.19. As a brief summary, this project consists of grading, roadway modifications to the off-ramp, installation of curb, gutter, sidewalks and driveways, sewer and water main relocations, new street lighting, new traffic signals, traffic signing and striping, landscape and irrigation, railroad signaling and grade

crossing improvements, railroad overhead contract system modifications, and pavement restoration.

When the project began staff fully expected construction delays to occur however staff could not have forecasted the degree of delays would now approach its 32-month. Staff wanted to summarize all the significant delays that have impacted the original 12-month project schedule:

- Caltrans: Caltrans requested changes to the phase 2 traffic control plans. These changes were requested to minimize the disruption of detouring outgoing Lemon Grove Avenue traffic around and through La Mesa to access the Hwy 94 on and off ramps. Additionally, multiple permit extensions were required by Caltrans inspectors to return to previously completed tasks for construction changes.
- Helix Water District: After plan approval, Helix required significant changes be made to the original water main plans, which impacted the critical path for completion while revisions were created, reviewed and approved prior to constructing.
- MTS New Trolley Signal Technology Requirement: The new traffic signal technology that MTS required the City to install is still not functioning in the capacity that it was originally planned. While the construction of the traffic signals has been complete and the signals are operational, the sporadic errors that have been encountered are causing the City, the City's traffic engineer and the City sub-contractor to respond multiple times to troubleshoot the infrastructure and programming issues.
- SDG&E: Service orders for the electrical work were not issued because SDG&E was waiting to approve all work for the realignment and overhead utility undergrounding project simultaneously. A significant amount of time was required to get SDG&E to segregate the two projects and receive the necessary approvals just for the realignment project. This also caused all traffic signal work to be delayed until electrical service could be established.
- Sewer Line Jack and Bore: A concrete encasement around the existing sewer main was discovered while working underneath the MTS tracks. This resulted in the only course of action to hand tunnel with jack hammers.
- Rain Events: When the project was in the mass grading phase of construction there were significantly heavy rain events. Work was impacted by each individual rain event and each was amplified due to the saturate nature of the soil on site. The site was shut down for extended periods of time while the existing grade dried sufficiently to then be worked on. Furthermore, the rain also caused similar problems when exporting soil from the site.

A biproduct of any delay to a construction project has always been the threat of an increase in project costs. While a cost and time contingency were originally approved when the construction contract was awarded, in March and October 2018, staff presented additional cost/time increases that resulted in the following updates:

- Increased the WCG agreement not to exceed \$6,601,953,

- Increased the Infrastructure Engineering Corporation (IEC) agreement not to exceed \$466,846,
- Extended the project timeline to December 31, 2018, and
- Established a total project budget of \$8,208,264.

In October 2018, staff presented an update to the LGA Realignment Project (**Attachment B**) in which a revised financial summary was approved with the understanding that there would be a plan to complete the remaining construction items and complete the project as expeditiously as possible. The remaining portion of this staff report will provide additional insight regarding:

- Identify what construction items remain to be completed,
- Summarize the final project budget,
- Summarize the importance of accepting the project as substantially complete, and
- Detail how the 20A Undergrounding Project will be managed and when it will start.

Discussion: Each of these delays increased the amount of time to complete the project as well as increased the funding needs to redesign and construct the various solutions. As of this month, staff anticipates that the handful of tasks, shown below, are scheduled to be accomplished by the end of this month.

Construction Punch List: During the past four months staff has worked closely with the IEC and WCG to complete the remaining work items for final project acceptance. The initial estimate to complete all final work items was \$175,000, however, the actual costs that were borne combined with the estimated costs to complete the remaining punch list items will likely yield a total of \$110,152, which is \$64,848 less than the original cost estimate of \$175,000. A summary of those construction tasks that have been completed since October 2018 include:

- Design, regrade and construct the intersection east of the trolley tracks,
- Construct MTS safety fencing requirements that were imposed in October 2018 during a field walk through,
- Construct a block wall around a AT&T cabinet that was not included in the original plans,
- Relocate a Caltrans flashing beacon on the eastbound off-ramp of State Route 94,
- Design and construct a newly required retaining wall, and sidewalk at the MTS tracks,
- Include an additional pedestrian signal at North and Lemon Grove Avenue, and
- Relocate an underground conduit that was discovered when a guardrail was being installed in the Caltrans right-of-way.

As previously mentioned with the project substantially complete there are a handful of construction items that remain to be completed. Staff feels confident in presenting this project as substantially complete and accepting it as such because of the minor punch-list items that remain. Those items include:

- *Caltrans Right of Way Work:* Caltrans inspection group did not feel the brow ditch that they previously approved was adequate, so they are requiring work to be redone. Additionally, comments were received that minor utility modifications, curb work, pedestrian ramp, signage modifications and the flashing beacon were identified for modification. Prior to any work occurring in the Caltrans right of way the permit must be renewed, and staff expects that to occur any day.
- *New Fencing:* During the final walk through with MTS and the CPUC, a new requirement was identified to install a new 4-foot-tall fence along the east side of the trolley tracks. This work is anticipated to be completed this month.
- *Pebble Strip:* MTS is requiring the City to remove and reinstall a pebble strip (for ADA purposes) between the tracks at the trolley crossing. The pebble strip that was installed was approximately ¼” to tall and was identified to be modified before the project is complete.
- *Helix Water District:* Helix Water District requested that WCG and its subcontractor further adjust the Citronica building water meters. The two groups are currently in negotiations as to whether this work should have been considered as part of the original contract or should be considered additional work.

Project Budget Summary (Attachment C): In the last update, staff presented a project budget that was in deficit and request an additional \$844,335 from the General Fund Reserves to complete the project. That request supported expenditures that were spent on pre-construction activities to include design and management of the LGA Realignment Project prior to construction began. The summary shown in Attachment C highlights all project revenues and expenditures to complete the project. As shown, the total revenue supporting the project is anticipated to equal the total project expenditures of \$8,236,608. The total project expenditures consist of \$7,829,695 of actual expenditures and \$406,913 in anticipated expenditures, to include the release of retention, to close out the project this month.

In October 2018, staff estimated that a total increase of \$844,335 in order to complete the project. As shown in the summary project budget spreadsheet that total need decreased by \$292,470 and now equals \$551,856. This is the amount that will be supported by the City’s General Fund Cash Reserves.

Accept as Substantially Complete: Per the last monthly progress payment summary, 98.67 percent of the construction project has been completed by WCG. In January 2019, WCG requested a reduction of the five percent retention balance to equal 0.5 percent (or \$294,711). After confirming the work progress, total amount of retention held (\$327,463), and estimated work remaining, staff has agreed to release three percent (or \$196,478). By retaining the two percent retention (\$130,985) staff believes there is still enough financial support to encourage WCG to complete the project as quick as possible.

The remaining items that WCG is responsible to complete is estimated to equal \$88,180.37. WCG has committed to completing these items as soon as possible.

The primary reason that staff is bringing forward this staff report as substantially complete is due to the funding requirements of one of its revenue sources (Smart Growth Incentive Program – SGIP). Based on the language of the grant requirement the City must accept the project as complete and provide a resolution to SANDAG no later than February 20, 2019. If this action does not occur the City is in jeopardy of having to return \$805,000 of grant funds that directly supported, the LGA Realignment Project.

While not common, staff's recommendation to accept the project as substantially complete is not unusual. As noted above, the remaining work items are minor and WCG has already set timeline to complete each item. Staff feels confident that all work items will be completed, and the City will be able to move forward with the next phase of this project which is the 20A Overhead Utility Undergrounding Project in close partnership with SDG&E. That project is summarized in the next section.

20A Overhead Utility Undergrounding Project: As the City Council received an informal updated from SDG&E at the January 15th City Council meeting. This section of the report was created to summarize the reasons why the undergrounding portion was segregated from the LGA Realignment Project, and what are the expectations that staff currently has of SDG&E moving forward.

In April 2017, staff advertised a construction bid to underground all overhead utility facilities in the realignment project area as well as heading east on north avenue (**Attachment D**). Unfortunately, all bids received exceeded the franchise utility company's engineer's estimate for the City to manage the project. Staff approached AT&T, Cox Communications and SDG&E to inquire if each entity would be willing to increase each of their respective cost estimates to allow the city to award a construction project. The difference in cost that would have to have been absorbed by the utility companies totaled approximately \$140,000. The utility companies were not able to amend their cost estimates. That left staff with only one option to complete the realignment project and turn the undergrounding project over to SDG&E to manage and complete as one of its own projects. Staff met with the utility companies and the anticipated work to redesign the project, advertise, award, and construct is estimated to take 12-18 months.

Initial start dates from SDG&E staff begin in March or April. However, a definitive timeline is not available because SDG&E has yet to award the project to a contractor. Staff understands that at the time this staff report was prepared all design conflicts have been resolved between SDG&E, AT&T and Cox Communications and a job order for the undergrounding project has been issued by SDG&E as the lead agency. That is significant

for the City because all LGA Realignment Project costs that were borne by the City may be reimbursed by the City's 20A account.

Staff will continue to work closely with SDG&E to refine the construction timeline and coordinate a formal presentation to the City Council after a construction contract has been issued by SDG&E.

Environmental Review:

- Not subject to review Negative Declaration
 Categorical Exemption, Section | | Mitigated Negative Declaration

Fiscal Impact: The total project budget is estimated to equal \$8,236,608. In October 2018, staff estimated a project deficit of \$844,335 in order to complete the LGA Realignment Project. After updating all available revenues and actual/anticipated expenditures that deficit is estimated to equal \$551,856. Staff recommends the City's General Reserve Fund supplements the project deficit by \$551,856, which is a reduction to staff original request by \$292,470. The two reasons for the reduction are that staff realized there were additional grant funds in the CDA-Fund 64 account that were identified during the FY 2017-2018 audit process and there was accrued earned interest during the project's life cycle that was credited in the account.

Public Notification: None.

Staff Recommendation: That the City Council adopts a resolution accepting the Lemon Grove Avenue Realignment Project as Substantially Complete.

Attachments:

- Attachment A** – Resolution
- Attachment B** – LGA Realignment Project Update - October 16, 2018 Staff Report
- Attachment C** – Project Budget Summary Report
- Attachment D** – 20A Overhead Utility Undergrounding Project Site Map

RESOLUTION NO. 2019 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,
CALIFORNIA, ACCEPTING THE LEMON GROVE AVENUE REALIGNMENT
PROJECT AS SUBSTANTIALLY COMPLETE**

WHEREAS, the Lemon Grove Realignment Project was scheduled as a part of the city's five-year capital improvement program; and

WHEREAS, an agreement was awarded to West Coast General Corporation and established a construction budget not to exceed \$6,310,300 with an overall project budget of \$8,208,264; and

WHEREAS, since the projects inception there have been several unforeseen events that delayed work and increased project costs, which necessitated an agreement increase to \$6,601,953 and an increase in the project budget to \$8,236,608; and

WHEREAS, all project tasks are substantially complete, and the remaining tasks are anticipated to be completed in the immediate future; and

WHEREAS, the City Council finds it in the public interest that the recommended project budget and timeline are amended to allow West Coast General Corporation to complete the construction project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California, hereby approves:

1. Accepts the Lemon Grove Avenue Realignment Project as substantially complete; and
2. Directs the City Clerk or her designee to file a notice of completion with the County of San Diego; and
3. Authorizes the City Manager or her designee to manage all project documentation for close out.

PASSED AND ADOPTED on _____, 2019, the City Council of the City of Lemon Grove, California, adopted Resolution No. _____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Shelley Chapel, MMC, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney

LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY

Item No. 3
Mtg. Date October 16, 2018
Dept. Public Works

Item Title: **Lemon Grove Avenue Realignment Project**

Staff Contact: Mike James, Assistant City Manager / Public Works Director

Recommendation:

Adopt a resolution (**Attachment B**) approving the project budget and time extension for the Lemon Grove Avenue Realignment Project.

Item Summary:

On March 20, 2018, the City Council approved a revised scope of work and project budget for the Lemon Grove Avenue Realignment project. During that presentation, staff summarized what the specific changes were and implemented the final decision to continue to move the project forward.

The staff report (**Attachment A**) includes a narrative describing what content was contained in the two staff reports presented to the City Council in March 2018, what major activities occurred since that time, what are the financial implications, what the timeline is to complete the project, and concludes with the reason why staff recommends to the City Council that it approves the updated project budget and time extension for the Lemon Grove Avenue Realignment Project.

Fiscal Impact:

If approved, the following financial actions will be taken:

1. The project budget increases by \$484,761 to an amount not to exceed \$7,612,344,
2. The contract with West Coast General Construction (WCG) increases by \$301,400 to an amount not to exceed \$6,561,953,
3. The contract with WCG extends by 184 days from June 30, 2018 to December 31, 2018, and
4. The agreement with Infrastructure Engineering Corporation (IEC) will increase by \$15,000 to an amount not to exceed \$466,846.

Environmental Review:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Not subject to review | <input type="checkbox"/> Negative Declaration |
| <input type="checkbox"/> Categorical Exemption, Section | <input type="checkbox"/> Mitigated Negative Declaration |

Public Information:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> None | <input type="checkbox"/> Newsletter article | <input type="checkbox"/> Notice to property owners within 300 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting | |

Attachments:

- | | |
|--|---|
| A. Staff Report | D. LGA Realignment Project Budget
(October 2018) |
| B. Resolution | |
| C. LGA Realignment Project Budget (March 2018) | |

Attachment A

**LEMON GROVE CITY COUNCIL
STAFF REPORT**

Item No. 3

Mtg. Date October 16, 2018

Item Title: **Lemon Grove Avenue Realignment Project**

Staff Contact: Mike James, Assistant City Manager / Public Works Director

On March 20, 2018, the City Council approved a revised scope of work and project budget for the Lemon Grove Avenue Realignment project. Over the course of two public meetings, the City Council received additional details about the Lemon Grove Avenue Realignment Project (LGA Realignment Project) that summarized how the project was originally awarded for construction in June 2016 to why additional time and funds were needed to complete the project.

Since August 2018, staff has continued to navigate multiple project tasks to approach the final goal of project completion. During that time, it was discovered that the original revenue estimates affiliated with the LGA Realignment Project were incorrect and additional construction challenges have increased the total expenditures necessary to complete the project. The project budget is facing a deficit of \$844,335.

The remaining portion of this staff report will summarize all information that was shared in March 2018, what the major activities that occurred since that time to present date, what the financial implications are to complete the project to include what solutions staff is presenting, and concludes with staff’s recommendation to the City Council to approve the updated project budget/timeline for the LGA Realignment Project.

Background:

The Lemon Grove Avenue Realignment Project (LGA Realignment Project) is the City’s single largest construction project that originated more than a decade ago in preliminary design. When enough grant funds were applied for and awarded to the City, staff was able to begin construction on this project in 2016. As detailed in the background portion of this staff report, on June 21, 2016 the City Council awarded a construction contract to WCG in an amount of \$5,506,461.19. The estimated timeline to complete the project was 12 months or July 2017. Since construction began there have been several events that impacted the scope of work, project timeline, and project budget, all of which are detailed in the section.

Scope of Work

As a summary, this project consists of grading, roadway modifications to the off-ramp, installation of curb, gutter, sidewalks and driveways, sewer and water main relocations, new street lighting, new traffic signals, traffic signing and striping, landscape and irrigation, railroad signaling and grade crossing improvements, railroad overhead contact system modifications, and pavement restoration. While not desired but fully expected, there were several events that occurred in the field that required project change orders. Up to this point in the project many of the costs fell within the established contingency originally approved. However, the most recent change orders now will place the project costs more than the established contingency and now staff is requesting that the City Council review the change order summary (shown below) with the recommendation that each are approved. By approving the change orders and new project budget, staff will be able to continue forward progress to complete the project by Spring 2018.

Attachment A

Change Order Summary:

Attachment C outlines all revenues and estimated expenditures to complete the project. Below are the four change orders that have been processed by staff:

1. Change Order No. 1: -\$10,104.13. Removing unforeseen concrete rip-rap in Caltrans ROW, sewer jack and bore encountered unforeseen utilities, the removal of a concrete slab, removal of the Helix Water District Fees and Bonds, and the removal of trees and related irrigation.
2. Change Order No. 2: +\$471,808.80. The soil that was on site for the project was determined to be impacted. The cost to manage impacted soil versus non-impacted was higher due to on-site inspections and laboratory testing.
3. Change Order No. 3: +\$292,387.63. When the project was designed, the original plan was to allocate a portion of the total soil on-site as impacted. However, once the contractor began work, all soil on-site was determined to be impacted rather than a portion of the soil. Additionally, an unforeseen concrete encasement was discovered surrounding the existing sewer main beneath the MTS tracks resulting in hand tunneling. Also, the delay in work required an extension to the insurance requirements to work in the MTS ROW. Lastly, following the installation of sidewalk on the north east corner of Olive Street and North Avenue it was determined that a small retaining wall would need to be added to stabilize the foundation and driveway of the adjacent property.
4. Infrastructure Engineering Company (IEC) – CO 1 – Additional Inspection Work: Due to the changes that are listed above, the amount of time that IEC has spent on site, working with WGC and coordinating information/permits/meetings with all utilities has increased. As such, the original scope of work presented by IEC has increased. This change order will budget an amount that will allow IEC to complete all construction management services until the project is completed. Impact: Cost increase of \$67,080.
5. Rick Engineering – CO 1 – Additional Project Management Services/Undergrounding: Rick Engineering has provided project management services for the city since this project began. Originally, staff intended to use the same project manager to also assist with the overhead utilities undergrounding project because it should have occurred at the same time. However, with the undergrounding project now delayed until after the realignment project is completed, additional funding is now required to coordinate work with AT&T, Cox Communication and AT&T for an estimated two-year period until the undergrounding project is completed. Impact: Cost increase of \$77,000.

Realignment Project Separated from the 20A Overhead Utility Undergrounding Project:

Staff wanted to also provide a summary of the Overhead Utility Undergrounding Project which will occur in the same area as the realignment project. In April 2017, staff advertised a construction bid to underground all overhead utility facilities in the realignment project area as well as heading east on north avenue. Unfortunately, all bids received exceeded the franchise utility company's engineer's estimate for the City to manage the project. Staff approached AT&T, Cox Communications and SDG&E to inquire if each entity would be willing to increase each of their respective cost estimates to allow the city to award a construction project. The difference in cost that would have to have been absorbed by the utility companies totaled approximately \$140,000. The utility companies were not able to amend their cost estimates. That left staff with only one option to complete the realignment project and turn the undergrounding project over to SDG&E to now manage and complete as one of its own projects. Staff has met with the utility companies and the anticipated work to redesign the project, advertise, award, and construct is estimated to take 18 months. Staff estimates that

Attachment A

this project will begin after the realignment project is complete, however, a definitive timeline is not available at the time this staff report was prepared. Staff will continue to monitor the undergrounding project and, as previously detailed, there will be a project manager that will continue to be the liaison with SDG&E to make the overhead utility undergrounding project a priority project.

Timeline

The original construction timeline when the project was awarded to WCG was 12 months. As noted in the previous section of this staff report, staff has experienced several financial changes that negatively impacted the project budget. In addition to the financial impacts there are many reasons as to why the timeliness of the project was delayed. Those reasons are detailed below.

- *Caltrans*: Caltrans requested changes to the phase 2 traffic control plans. These changes were requested to minimize the disruption of detouring outgoing Lemon Grove Avenue traffic around and through La Mesa to access the Hwy 94 on and off ramps.
- *Helix Water District*: After plan approval, Helix required significant changes be made to the original water main plans which impacted the critical path for completion while revisions were created, reviewed and approved prior to constructing.
- *SDG&E*: Service orders for the electrical work were not issued because SDG&E was waiting to approve all work for the realignment and overhead utility undergrounding project simultaneously. A significant amount of time was required to get SDG&E to segregate the two projects and receive the necessary approvals just for the realignment project. This also caused all traffic signal work to be delayed until electrical service could be established.
- *Sewer Line Jack and Bore*: A concrete encasement around the existing sewer main was discovered while working underneath the MTS tracks. This resulted in the only course of action to hand tunnel with jack hammers.
- *Rain Events*: When the project was in the mass grading phase of construction there were significantly heavy rain events. Work was impacted by each individual rain event and each was amplified due to the saturate nature of the soil on site. The site was shut down for extended periods of time while the existing grade dried sufficiently to then be worked on. Furthermore, the rain also caused similar problems when exporting soil from the site.

With information available at the time this staff report was drafted, staff anticipated that the realignment project would have been completed in Spring 2018.

Budget:

As noted in **Attachment C**, staff created a table that compared the original project budget of \$6.3 million to the revised project budget of \$7.2 million. As previously noted, each change order (detailed in a previous section of this staff report) were necessary actions to continue forward progress on this project. The city's project team (IEC, Rick Engineering, and the Engineering Division) has worked closely with the contractor to negotiate all costs, which are now the most current cost estimates that staff recommends the City Council approve to complete the project.

Discussion:

The remaining portion of this staff report will highlight major construction activities that occurred since March 2018, summarize the financial need based all known information, and conclude with an estimated timeline to complete the project and return to the City Council with a project acceptance staff report.

Attachment A

Project Activities: The majority of the activities since the last project update to the City Council focused on traffic signals, street improvements, and trolley signal/intersection improvements. Staff attempted to list an abbreviated summary below as the items occurred by month from April through present day.

- *April 2018:*
 - Demo asphalt near trolley tracks and the old part of Lemon Grove Avenue near the bridge,
 - Grading North Avenue west of the trolley tracks,
 - Landscaping, shrubs, and trees planted along the new Lemon Grove Avenue,
 - Restarted work on storm drain near MTS tracks on North Avenue,
 - SDG&E installed meters for Broadway and Olive intersection traffic signal, and
 - Storm drain box installed in the Caltrans right-of-way.
- *May 2018:*
 - Bio-swailes installed on both sides of Lemon Grove Avenue,
 - Electrical connections installed in North Avenue for the traffic signals, and
 - MTS trolley train safety gate installed.
- *June 2018:*
 - Brow ditch installed in Caltrans right-of-way,
 - Curb, gutter and concrete flatwork installed in the MTS right-of-way,
 - Grading subgrade for sidewalk and medians on North Avenue,
 - Installing conduit in Caltrans right-of-way for traffic signals,
 - Overhead catenary system (OCS) pole conflict discovered. Discussions between HNTB, MTS, WCG and City began,
 - OCS pole foundation poured,
 - Old rail signal equipment removed and prepared to install new system,
 - Rail control vault set in MTS right-of-way,
 - Rail conduit installed beneath the tracks,
 - Redesign of intersection grades at southeast corner of rail crossing,
 - Rock stockpile removed from the site,
 - SDG&E removed remaining transmission pole
 - Storm drain inlet in the Caltrans right-of-way poured, and
 - Traffic signal poles placed upright.
- *July 2018:*
 - Grading subgrade for Lemon Grove Avenue in the Caltrans right-of-way and on North Avenue between Citronica and the west side of the trolley tracks,
 - Pave the north side of the eastbound ramp in Caltrans right-of-way,

Attachment A

- Railroad control house, which holds all signaling and switching components, was installed and an error in the controller was identified,
- Sidewalk poured in Caltrans right-of-way, and
- Traffic signal equipment install on North and Olive.
- *August/September 2018:*
 - Controller and cabinet units were ordered with a 5-week lead time,
 - Final paving and striping on North Avenue occurred, and
 - Traffic loops installed on the off-ramp.
- *October 2018:*
 - MTS/CPUS field safety inspection occurred, and
 - New controller was received and programmed by subcontractor.

The project is nearly complete with the following work items occurring in the next 30 days. Those items are highlighted below:

- *ADA Curb Ramp at the EB on-ramp to SR94:* The original design did not meet ADA requirements. Rick Engineering redesigned the two curb ramps and submitted to Caltrans for review.
- *EB off-ramp from SR-94 to LGA:* The asphalt berm is scheduled to be installed on the evening of October 18, 2018. After its completion, the crash barrels will be removed, and the entire off-ramp will be open.
- *Installation of Guardrail on the South End of the Bridge:* The subcontractor discovered a conflicting encasement when originally digging post holes.
- *Installation of Traffic Loops on the Off-Ramp:* This will occur when HMS is on-site for the other traffic signaling work.
- *K-Rail for Above Ground Utility Poles:* The k-rail is to protect the SDG&E poles that will remain in place after the completion of the project. Because WCG is currently in control of the site due to the project, once it demobilizes the entire project area will be turned back over to the City. Rick Engineering prepared a traffic control plan that will protect all five poles in the roadway with concrete railing.
- *Modifications to Fiber Optic Interconnect System:* This relates to unforeseen additional fiber optic work that was not originally specified. HMS just received the change order for the work and they will need to order the equipment/materials. This work will involve the removal and replacement of several sidewalk panels throughout the project.
- *Modifications to Signal Poles at Olive/North:* Due to overhead utilities not undergrounded, this work consists of trimming one pole and the installation of a shorter safety light mast arm on another pole. The trimming of the pole will take place while HMS is again on-site. The shorter mast arm is not scheduled for delivery until November 16, 2018 and the lead time when ordered was 16 weeks and that timeline looks to be accurate.
- *Relocation of the Flashing Beacon on Caltrans On-Ramp:* This will occur when HMS is next mobilized on site.

A significant portion of the delays were attributed to delays in plan review working in the Caltrans right-of-way, utilities requiring changes from the original plans, and traffic signal equipment

Attachment A

modifications to comply with MTS requirements. Each of those delays increased the amount of time to complete the project as well as increased the amount of money that was needed to redesign a solution and then to construct the solution. The next section will highlight the revenue and expenditures involved in this project.

Financial Summary:

With the recent additions of full-time staff members in key positions on the executive team there is more attentiveness and thoroughness when it comes to the preparation and review of the financials of the Citywide budget. This is especially true for the LGA Realignment project. With that said, this past six weeks have been difficult to navigate, the project revenues and expenditures have dramatically changed. A summary of both are shown below and shown in **Attachment D:**

Revenue: This update is due to a revenue reconciliation that discovered the amount of revenues thought to be available for the project really were not available. From 2014 to 2016, prior the realignment construction project, the City paid \$595,920 of design and project management to NV5 and Rick Engineering for pre-construction LG Realignment work. These costs were paid from the bond funds (Fund 64) and from the IIG grant revenue (Fund 40). The total expenditures for those two items, \$595,920, was not accounted for in the financials when the LG Realignment project was brought forward to the City Council for approval to construct. The total amount remaining from the eight revenue sources, for all realignment related expenditures, equals \$627,199. The revenue shortfall places the City in a very precarious position to complete the project.

Expenditures: A summary of the final expenditures to complete the project are reflected in below.

1. Change Order No. 4: +\$166,400.47. Due to changes in MTS requirements between design and construction traffic signal loops needed to be added to the project. Also, the original signal equipment specified for the intersection of LGA and North Avenue did not have the capacity to property control the intersection and the rail pre-emption equipment. New equipment had to be ordered, programmed and installed. In relation to the interconnection of the signal controllers, the original plan did not connect all the controllers via fiber optic cable. Next, because the 20A undergrounding project did not proceed, the height of one of the signal pole had to be cut to accommodate SDG&E safety clearance. Lastly, the existing grade at the Caltrans on/off-ramp was not enough to manage two ADA curb ramps therefore it had to be redesigned and constructed. Caltrans also required changes to the original plan to install traffic loops on SR94.
2. Tentative Change Order No. 5 (Final Work Items): +\$175,000. An estimate not to exceed amount, these final work items included the cost to design, regrade and construct the intersection east of the trolley tracks, the MTS safety fencing requirements that were imposed in October 2018, constructing a block wall around a AT&T cabinet that was not included in the original plans, cost to relocate a Caltrans flashing beacon, design and construct a retaining wall/sidewalk at the MTS tracks, include an additional pedestrian signal at North and Lemon Grove Avenue, and relocate underground conduit that was discovered when a guardrail was being installed.
3. NV5 Construction Support Agreement: +\$10,436. This amount is the remaining billing that may or may not be used depending on the final construction tasks.
4. IEC Agreement: +\$18,226. Includes a \$15,000 change order increase for additional soil testing in the field and report generation to meet Caltrans requirements plus the remaining amount on the prior agreement.

Attachment A

5. Pacific Railway Enterprises (PRE): +\$27,163. Includes the current remaining balance of \$8,221 plus an additional \$18,942. The additional technical signal design and inspection work.
6. HNTB: +\$2,451. This is the remaining contract balance for overhead catenary inspection costs.
7. RailPros: +\$9,050. Additional work to prepare signal timing chart, controller lab testing, and signal turn-on field support.
8. K-Rail Pole Protection: +\$101,000. The purchase and installation of k-rail to protect the five wood poles that remain. Staff and SDG&E have concluded that this cost will be reimbursed to the City as the initial expenditure related to the undergrounding project that will shortly occur.

The total known costs to complete the realignment project, which is the sum of the above items with the exception of the k-rail costs, equals \$1,471,534.

Shortfall:

Between the revenue that was previously spent on pre-construction LGA Realignment design and management and the additional project expenditures listed above, the City is facing an \$844,335 shortfall. That means to reach project completion, the City is expecting expenditures that are \$844,335 over the available revenue sources. Although the attached project budget (Attachment D) includes the pre-construction expenditures for transparency purposes, if that \$595,920 is removed, the total LG Realignment construction budget becomes \$7,612,344. This is an increase of \$484,761 from the March 20, 2018 City Council approved project expenditures.

The City's General Fund balance is currently a little over \$5 million. This source of cash reserves can be used to pay the remaining expenditures necessary to complete the project. The reserves may be replenished by future one-time revenue generated sources, the collection of liens/sale of land or other sources yet to be determined. Staff will prepare a formal fund balance replenishment plan for the City Council in combination with the mid-year budget presentation.

Timeline:

After working with the general contractor, construction manager and project manager, city staff believes that the project will be completed by December 31, 2018, which is a time extension equal to 184 days. The staff report for project completion and acceptance is tentatively scheduled to be presented to the City Council on December 18, 2018. |

Conclusion:

Staff recommends that the City Council adopts a resolution (**Attachment B**) approving the project budget and time extension for the Lemon Grove Avenue Realignment Project.

Attachment B

RESOLUTION NO. 2018 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA
APPROVING THE PROJECT BUDGET FOR THE LEMON GROVE AVENUE REALIGNMENT
PROJECT**

WHEREAS, the Lemon Grove Avenue Realignment Project was scheduled as a part of the city's five-year capital improvement program; and

WHEREAS, an agreement was awarded to West Coast General Corporation and established a project budget not to exceed \$6,310,300; and

WHEREAS, since the projects inception there have been several unforeseen events that delayed work and increased project costs; and

WHEREAS, it is necessary to increase the project budget and specific contract and agreement costs to mitigate the project delays and change orders; and

WHEREAS, the City Council finds it in the public interest that the recommended scope of work, budget and timeline are amended to allow West Coast General Corporation to complete the construction project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California hereby:

1. Increases West Coast General Corporation's (WCG) agreement to not exceed \$6,601,953, and
2. Increases Infrastructure Engineering Corporation's (IEC) agreement to not exceed \$466,846, and
3. Extends a project timeline not to exceed December 31, 2018 for the Lemon Grove Realignment Project; and
4. Authorizes the City Manager or designee to execute all amendments and manage all project documentation.

/////
/////

Attachment C

Lemon Grove Avenue Realignment Project Budget Summary (March 2018)

Revenues	Approved Revenues	Requested Revenues	Expenditures	Approved Expenditures	Requested Expenditures
SGIP Fund	\$805,000	\$805,399	West Coast General	(\$5,506,461)	(\$5,506,461)
CDA – Gen Bond (Fund 64)	\$1,800,000	\$1,900,000	CO 1 – Street furnishing		\$10,104
CDA – IIG (Fund 58/63)	\$1,560,000	\$1,560,000	CO 2 – Impacted soil (past)		(\$471,809)
TDA (Fund 10)	\$237,400	\$237,400	CO 3 – Sewer J & B		(\$110,653)
Street Reserve (Fund 3)	\$150,000	\$159,000	CO 4 – Impacted soil (future)		(\$159,545)
TransNet (Fund 14)	\$1,000,000	\$1,586,000	CO 5 – MTS insurance		(\$11,500)
RTCIP (Fund 27)	\$557,900	\$563,216	CO 6 – Retaining Wall		(\$15,372)
Sanitation District (Fund 16)	\$200,000	\$478,693.62	BV/NV5 Design	(\$117,582)	(\$117,582)
			IEC	(\$384,766)	(\$384,766)
			CO 1 – Project Extension		(\$67,080)
			Rick Engineering	(\$153,282)	(\$153,282)
			CO 1 – Project Ext./20A		(\$77,000)
			PRE (Rail Signaling System)	(\$38,064)	(\$38,064)
			HNTB (Cons. Ins. Catenary)	(\$13,884)	(\$13,884)
Total Revenues	\$6,310,300	\$7,289,708.62	Total Expenditures	(\$6,214,039)	(\$7,116,894)
			Difference in Rev. v. Exp.		\$172,814.62

Attachment D

Lemon Grove Avenue Realignment Project Budget Summary

Updated 10.9.2018

Expenditures	Approved Expenditures March 6, 2018 by CC	Revised Project Expenditures	Total Expenditures Made	Project Expenditures Remaining
West Coast General	(6,260,553)	(6,260,553)	(5,197,746)	(1,062,808)
CO 4	-	(166,400)	-	(166,400)
Remaining Construction Costs	-	(175,000)	-	(175,000)
NV5 Construction Management	(117,582)	(117,582)	(107,146)	(10,436)
BV/NV5 Design	Prior CC approval	(529,563)	(529,563)	-
IEC	(451,846)	(451,846)	(448,620)	(3,226)
Change Order	-	(15,000)	-	(15,000)
Rick Engineering	(230,282)	(230,282)	(230,282)	-
Pre-Construction Cost	Prior CC approval	(66,357)	(66,357)	-
PRE (Rail Signaling System)	(38,064)	(38,064)	(29,843)	(8,221)
CO 1	-	(18,942)	-	(18,942)
HNTB (Cons. Ins. Catenary)	(13,884)	(13,884)	(11,433)	(2,451)
RailPros	-	(9,050)	-	(9,050)
Misc				
SCS Engineers	-	(63,689)	(63,689)	-
D-Max Engineering	-	(9,638)	(9,638)	-
MJC Construction	(15,372)	(15,534)	(15,534)	-
State Water Resource Board	-	(11,967)	(11,967)	-
American Fence Company	-	(3,337)	(3,337)	-
Accurate Video Counts, Inc	-	(3,600)	(3,600)	-
MTS	-	(2,443)	(2,443)	-
Restoration Mgmt Company	-	(1,494)	(1,494)	-
The East County Californian	-	(469)	(469)	-
SDG&E	-	(885)	(885)	-
Dokken Engineering	-	(470)	(470)	-
Aguirre & Associates	-	(745)	(745)	-
Air Pollution Control District	-	(331)	(331)	-
US Bank	-	(304)	(304)	-
Helix Water District	-	(339)	(339)	-
Carrión, Jorge (Compost Socks)	-	(496)	(496)	-
Total Expenditures	\$ (7,127,583)	\$ (8,208,264)	\$ (6,736,731)	\$ (1,471,534)

Revenue Sources	Approved Revenues March 6, 2018 by CC	Revised Project Revenue	Total Revenue Used	Revenue Available
SGIP Fund (Fund 14)	805,399	833,630	805,000	28,630
CDA – Gen Bond (Fund 64)	1,900,000	2,088,579	1,870,829	217,751
CDA – IIG (Fund 40)	1,560,000	1,560,000	1,601,624	-
TDA (Fund 10)	237,400	237,400	73,594	163,806
Street Reserve (Fund 3)	159,000	132,301	-	132,301
TransNet (Fund 14)	1,586,000	1,369,111	1,304,634	64,477
RTCIP (Fund 27)	563,216	622,590	622,590	-
Sanitation District (Fund 16)	478,694	478,694	458,460	20,234
Total Revenues	\$7,289,709	\$7,322,305	\$ 6,736,731	\$ 627,199.00

Shortfall	\$ (844,334.68)
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Lemon Grove Avenue Realignment Project Budget Summary

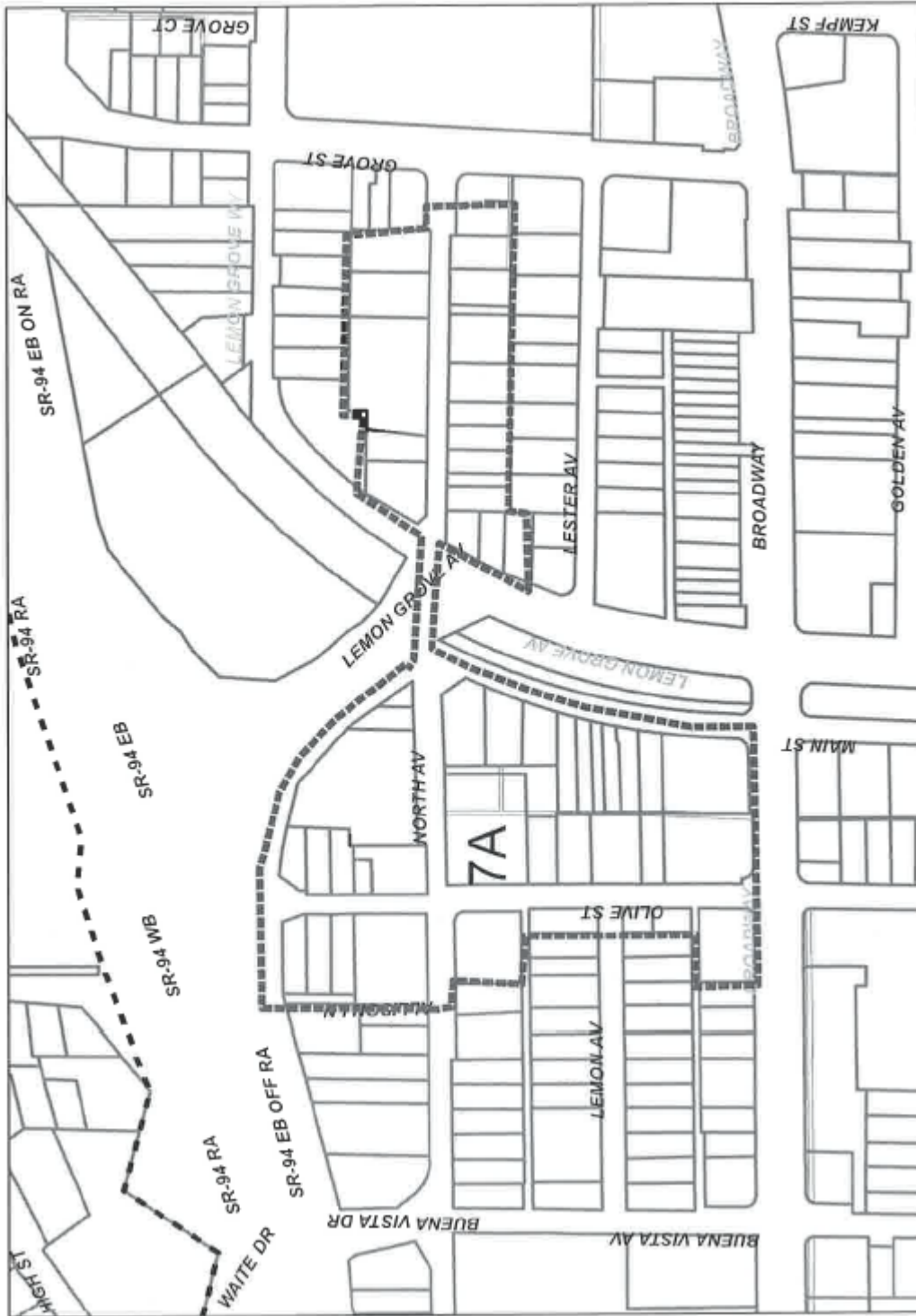
Updated 2.5.2019

Expenditures	Approved Expenditures Oct 16, 2018 by CC	Revised Project Expenditures	Total Expenditures Made	Project Expenditures Remaining
West Coast General	(6,426,953)	(6,426,953)	(6,135,405)	(291,549)
Remaining Construction Costs	(175,000)	(175,000)	(87,515)	(87,485)
NV5 Construction Management	(117,582)	(117,582)	(108,137)	(9,445)
BV/NV5 Design	(529,563)	(529,563)	(529,563)	-
IEC	(451,846)	(451,846)	(451,846)	-
Change Order	(15,000)	(15,000)	(11,230)	(3,770)
Rick Engineering	(230,282)	(230,742)	(230,742)	-
Pre-Construction Cost	(66,357)	(66,357)	(66,357)	-
PRE (Rail Signaling System)	(38,064)	(38,064)	(38,064)	-
CO 1	(18,942)	(18,942)	(18,908)	(34)
HNTB (Cons. Ins. Catenary)	(13,884)	(13,884)	(12,854)	(1,030)
RailPros	(9,050)	(19,971)	(16,371)	(3,600)
Misc	(115,740)	(132,704)	(122,704)	(10,000)
Total Expenditures	\$ (8,208,264)	\$ (8,236,608)	\$ (7,829,695)	\$ (406,913)

Revenue Sources	Approved Revenues Oct 16, 2018 by CC	Revised Project Revenue	Total Revenue Used	Revenue Available
SGIP Fund (Fund 14)	833,630	833,630	833,630	-
CDA – Gen Bond (Fund 64)	2,088,579	2,430,628	2,265,913	164,715
CDA – IIG (Fund 40)	1,560,000	1,572,994	1,572,994	-
TDA (Fund 10)	237,400	237,401	237,401	-
Street Reserve (Fund 3)	132,301	133,213	133,213	-
TransNet (Fund 14)	1,369,111	1,369,111	1,304,634	64,477
RTCIP (Fund 27)	622,590	629,081	629,081	-
Sanitation District (Fund 16)	478,694	478,694	478,694	-
General Fund Reserves (01)	844,335	551,856	374,135	177,721
Total Revenues	\$ 8,166,640	\$ 8,236,609	\$ 7,829,696	\$ 406,913

General Fund Allocation	\$ 551,856.00
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Utility Undergrounding District No. 7





CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 5

Meeting Date: February 19, 2019

Submitted to: Honorable Mayor and Members of the City Council

Department: Public Works Department

Staff Contact: Mike James, Assistant City Manager

mjames@lemongrove.ca.gov

Item Title: **Award a Professional Services Agreement for Engineering Services to Rick Engineering Company**

Recommended Action: That the City Council adopts a resolution awarding a professional services agreement for engineering services to Rick Engineering Company.

Summary: Rick Engineering Company (Rick Engineering) has worked with the City of Lemon Grove on various projects since 1994. More recently in 2015, its capacity with the City increased due to several City Engineer position vacancies. Fast forward to present day, Rick Engineering now serves as the City's Contract City Engineer, Traffic Engineer, Project Engineering, Private Development Plan Check Engineer, Liaison with the Lemon Grove Sanitation District's Wastewater Engineer, and Special Project Manager as needed.

During the mid-year budget review process staff realized that the current budget allocation to Rick Engineering would be insufficient if current spending patterns were continued without a budget adjustment. Due to the amount of information presented and discussed at the February 5th meeting, staff wanted to wait until the next meeting to present a stand-alone report to solely discuss the engineering activities. In the remaining portion of this staff report, staff will provide:

- Additional background information about Rick Engineering to include prior projects that have been completed,
- Detail the process in which Rick Engineering became the City's Contract City Engineer,
- Highlight the current duties performed with Rick Engineering,
- Summarize agreement expenditures since 2015,
- Detail the benefits and drawbacks of continuing the partnership with Rick Engineering, and
- Conclude with staff's recommendation.

Background:

Rick Engineering is a professional civil engineering company that has offices located in Arizona, California, Colorado and Nevada. There are an estimated 160 engineers in the San Diego (Corporate) office and collectively the office has worked with every city in the County of San Diego to include the County of San Diego.

Beginning in 1994 Rick Engineering has completed eight projects for the City of Lemon Grove or Lemon Grove Sanitation District. The project titles and years completed are summarized below:

1. San Miguel Avenue Improvements (1994)
2. Plan Checking Services (1998)
3. Intersection Analysis @ College Ave & Federal Blvd. (2001)
4. Signal Re-timing/Signal Timing – City Staff Training (2006)
5. Storm Drain Repair & Assessment of Existing CMP Storm Drain Pipe (2010)
6. As-Needed Traffic Engineering Services (2012)
7. As-Needed Landscape Architectural Services & Plan Check Services (2014)
8. Downtown Village Specific Plan Update (2015)

In 2015, the City experienced several vacancies of the City Engineer position. With turn-over occurring and staff was unable to keep up with the recruitment/selection of qualified candidates to backfill the vacancy, staff approached Rick Engineering to gauge its interest in servicing as the City's Contract City Engineer.

At the time, staff was already working with Rick Engineering to provide high level of professional service, tracking of project delivery, front counter customer service, and ability to mentor a full-time Assistant Engineer employed by the City. For these reasons, staff recommended to work directly with Rick Engineering and to not go out for a public request for qualifications/proposal process. This decision was presented and approved by the City Council on October 20, 2015.

Discussion:

History of Rick Engineering Working with the City: Currently, Rick Engineering serves as the City's Contract City Engineer, Traffic Engineer, Project Engineering, Private Development Plan Check Engineer, liaison with the Lemon Grove Sanitation District's Wastewater Engineer, front counter engineering assistance, and as needed Special Project Manager. In 2018, the city's Assistant Engineer (full time position) resigned from the City. This significantly impacted the Engineering Division's ability to manage daily engineering tasks. For that reason, staff met with the Rick Engineering to gauge its interest in providing additional engineering duties to compensate for the Assistant Engineer position. The decision to not backfill the Assistant Engineer position was not

taken lightly. Staff considered the following benefits and drawbacks that aided in supporting the staffing change.

Benefits:

- ✓ Rick Engineering was already familiar with providing City services.
- ✓ Rather than being limited to one person, an entire company is readily available to assist the City.
- ✓ Counter hours are still in effect.
- ✓ Increase in amount of professional experience and certifications from company staff.
- ✓ Increase in institutional engineering knowledge from the entire County and not limited to just one employee.
- ✓ No longer was necessary to focus on succession planning for the Assistant Engineer position in addition to insuring a mentor program was in place to assist that position.
- ✓ Avoids funding a fully burdened salary, benefits, liability from employee actions as well as eliminating any risk from workers compensation claims against the City.

Drawbacks:

- A decrease in the amount of time an “engineer” is in City Hall.
- Lose the full-time employee position.
- Possible scheduling conflicts between Rick Engineering tasks and City tasks.
- Increase duties assigned to existing Public Works staff to support Rick Engineering.

Rick Engineering staff met internally and reviewed the City’s request. Upon completion it concluded that an additional Rick Engineering employee could be provided to the City during the times that would be necessary to maintain city services to the public. A summary of the duties performed by Rick Engineering is listed in **Attachment C**.

Financial Summary: Also detailed in the attachment is the anticipated amount of funds necessary to navigate the remainder of this fiscal year as well as the estimate to continue the service for the next three to five years. Since Rick Engineering has served as the City Engineer the City has paid the following amounts per fiscal year:

Fiscal Year	Amount Expended	Difference from Prior Year
FY 2015-16	\$156,305	N/A
FY 2016-17	\$216,206	\$59,901
FY 2017-18	\$180,078	(\$36,128)
FY 2018-19 (thru DEC 18)	\$223,900	\$43,822

Taking into consideration the costs listed in **Attachment C**, Rick Engineering is anticipated to expend up to \$450,000 per fiscal year. Below is a table that highlights how the total agreement cost is proposed on a one-year basis going forward.

Categories	Budget	Estimated Reimbursable Amount
City Engineer	\$150,000	\$50,000
Project Engineer	\$175,000	\$65,000
Traffic Engineer	\$125,000	\$15,000
Total	\$450,000	\$130,000

The total contract with Rick Engineering is anticipated to not exceed \$450,000 per fiscal year, with an anticipated \$130,000 recoverable through private development deposits. Concerning specific reasons for the budget increase, staff believe it is directly related to two areas of service:

1. *Traffic Related Tasks:* There are two reasons that traffic related tasks have increased. First, the City Council reactivated the Traffic Advisory Commission, which requires a Rick Engineering staff member to attend each bi-monthly meeting and to perform any follow up traffic studies, survey's and opinions resulting from those meetings. Second, there has been an increase in the number of traffic related comments made at City Council meetings, which requires the same Rick Engineering staff member to perform similar work. The chief benefit to the City now has a licensed Traffic Engineering/Professional Engineer performing the work, but the drawback is that work must now be paid for in addition to the other engineering costs.

2. *Increased Workload with Vacant Assistant Engineer Position:* As mentioned above, the loss of the Assistant Engineering position quickly increased the amount of work that still must be performed by the Engineering Division to provide quality and timely engineering service. The cost to perform additional work is directly correlated to an increase in expenditures the City pays to Rick Engineering.

Evaluation of Continuing to Partner with Rick Engineering: Staff is in a very precarious position as it reviews the benefits and drawbacks of continuing a partnership with Rick Engineering. In one stance, the professional services agreement with Rick Engineering has been extremely beneficial to provide timely, experienced and professional services on behalf of the City. However, in the other instance, it costs more to provide those services even if some of the costs are recoverable (e.g. private development plan reviews).

The estimated total general fund expenditure increase this fiscal year is \$109,400 with the non-general fund increase of \$101,200. However, the fully burdened salary and benefits of the Assistant Engineering position, when it was filled, totaled \$89,542, with \$18,700 of that total supported by the General Fund and the remaining portion supported by non-General Funds. That total salary plus the estimate of \$130,000 in reimbursable expenditures billed to private development deposits will assist with mitigating the Rick Engineering agreement increase. In closing, the total agreement is recommended to increase by \$210,600. In addition, the total estimated salary savings and increases in private development deposit reimbursement will equal \$219,542.

Public Notification: None.

Staff Recommendation: That the City Council adopts resolution entitled, “Resolution of the City Council of the City of Lemon Grove, California, Awarding a Professional Services Agreement for Engineering Services to Rick Engineering Company.”

Attachments:

Attachment A – Resolution

Attachment B – Rick Engineering Proposal for Engineering Services

RESOLUTION NO. 2019 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES TO RICK ENGINEERING COMPANY

WHEREAS, since 1994 the City of Lemon Grove has contracted with Rick Engineering Company to operate a hybrid staffing model in the engineering division to provide a full scope of engineering services; and

WHEREAS, recent staffing changes in the engineering division required an increase in the contract service from Rick Engineering Company to assist with providing all engineering duties on behalf of the City; and

WHEREAS, Rick Engineering Company is a professional engineering company that has extensive experience in Lemon Grove as well as a vast staffing component that can support all engineering services needed by the City; and

WHEREAS, since 2015, Rick Engineering Company has provided contractual City Engineer services which expanded to also include private development plan review, traffic engineering services, sanitation district services, and front counter customer service activities; and

WHEREAS, the City Council finds it in the public interest that a professional services agreement with Rick Engineering Company is established for three years (Fiscal Years 2018-19, 2019-20, 2020-21), with two one-year extension options (Fiscal Years 21-22 and 22-23), and an annual budget not to exceed \$450,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California, hereby:

1. Approves a professional service agree with Rick Engineering Company to provide engineering service; and
2. Establishes an initial term of three years with two one-year extension options; and
3. Establishes an annual project budget not to exceed \$450,000; and
4. Authorizes the City Manager or her designee to manage all agreement documentation.

PASSED AND ADOPTED on _____, 2019, the City Council of the City of Lemon Grove, California, adopted Resolution No. _____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Shelley Chapel, MMC, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney



February 1, 2019

Mr. Mike James
Public Works Director
City of Lemon Grove
3232 Main Street
Lemon Grove, CA 91945

SUBJECT: CITY ENGINEER, STAFF ENGINEER, & TRAFFIC CONSULTING SERVICES & ON-CALL PROJECT MANAGEMENT AND DESIGN SERVICES (J-17546-I)

Dear Mr. James:

Rick Engineering Company is excited continue supporting the City of Lemon Grove (City) by providing City Engineer, Staff Engineer, Traffic, and other consulting engineering services. This has included varied responsibilities including oversight of engineering and field staff, entitlement review, Building Department plan review, improvement and grading plan and map review, coordination for/assessment of City compliance, coordination with utility companies, and project management for various capital improvement projects.

As discussed, the City is interested in continuing the services of Rick Engineering Company for the City Engineer position but to also provide additional design and project management services for various CIP projects that may arise over the next fifteen months.

Scope of Work

A. City Engineer

Provide City Engineer consultation services for 12 months. This assumes providing approximately 8-10 hours per week working at the City of Lemon Grove; and approximately 2-6 hours providing services remotely. The time estimate for this service is approximately 600 hours on a time and material basis.

The overview of services is as follows:

Under the general direction of the Public Works Director, plan, organize and direct the design and construction of the City's street, drainage, and sanitation infrastructure, various engineering programs, subdivision map and improvement plans examination, transportation program, participate as a member of the City's management team, coordinate assigned activities with other department and outside agencies, provide responsible and complex administrative support to the Public Works Director, and perform related work as required.

Representative Duties:

The following duties are typical for this position. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Provide City Engineer services consistent with Government Code Section 66416.5 definition of “City Engineer” and Business and Professional Code § 6730.2. All work performed must meet current accepted engineering practices and consistent with City, State and Federal regulations.
- Assume full management responsibility for all Engineering Division services and activities including engineering, the maintenance of streets, parks and public buildings, fleet maintenance, traffic engineering and safety and wastewater and storm drainage systems maintenance; recommend and administer policies and procedures.
- Manage the development and implementation of division goals, objectives, policies and priorities for each assigned service area.
- Assess and monitor work load, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct and implement changes.
- Establish, within City policy, appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly.
- Plan, direct, and coordinate, through subordinate level staff, the Engineering Division’s work plan; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures; meet with key staff to identify and resolve problems.
- Select, train, motivate, and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
- Participate in the development and administration of the department budget; approve the forecast of funds needed for staffing, equipment, materials, and supplies; approve expenditures and implement budgetary adjustments as appropriate.
- Provide direction and supervisory assistance subordinates in their performance of project design, construction, compliance with codes and statutes, and maintenance of Public Works facilities; analyze and develop engineering criteria for design of infrastructure projects.
- Review, oversee and participate in approval of private development; ensure that subdivision plats, maps, surveys, parcel maps, and plans for lot grading and construction of public improvements comply with applicable statutes and meet established engineering standards.
- Direct the preparation, presentation, implementation, and maintenance of the City’s Capital Improvement Program; oversee the design and construction of capital improvement projects; direct the preparation of maps, plans specifications, construction administration, contract documents and cost estimates of proposed projects; supervise and perform construction bid, and

operation reviews.

- Evaluate and recommend professional engineering consultants and contracts.
- Meet with the public in small and large groups to discuss City public works policies, practices and problems; explain, justify and defend department programs, policies and activities; negotiate and resolve sensitive and controversial issues.
- Represent the City and Engineering Division to other departments, elected officials, outside agencies, and various local and regional committee and professional organizations; coordinate assigned activities with those of other departments and outside agencies and organizations.
- Provide staff assistance to the Public Works Director, City Manager and City Council; prepare and present staff reports and other necessary correspondence.
- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of public works administration and professional engineering; maintain departmental awareness of stat-of-the-art developments in management and the fields of specialty review legislation affecting public works.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints.
- Perform related duties as required.

Abilities/Skills/Knowledge:

- Ability to plan, organize and direct projects and programs in the following functional areas: engineering, streets and storm drains, sanitary sewers, related public works, traffic systems and facilities maintenance;
- Ability to develop and implement comprehensive plans to satisfy the City's immediate and future needs for public works;
- Ability to evaluate safety needs and establish training programs;
- Ability to deal effectively with the Public Works Director, City Manager, City Council, public, developers, other City departments and public agencies in coordinating activities and resolving problems;
- Managerial and administrative ability;
- Extensive knowledge of civil engineering and land surveying practices, principles and design;
- Extensive knowledge of modern principles, methods, solutions, terminology, equipment and materials in the public works field;
- Thorough knowledge of laws and regulations relating to public works construction, operation and maintenance;

- Ability to communicate effectively, orally and in writing.

Experience: At least five years' experience in public engineering and managing public works projects and supervising construction, maintenance, professional, technical and administrative staff.

Education: Equivalent to at least a Bachelor's Degree with a major in civil engineering. Graduate study in civil engineering or public administration is desirable.

License or Certification: Registration as a Professional Civil Engineer in California is required; possession of a Licensed Land Surveyor Certificate is desirable.

Possession of or ability to obtain, prior to employment, a valid Class C California driver's license with a safe driving record.

Contacts and Relationships: Employee has contact with a variety of individuals representing public and private agencies and businesses. The employee is the primary City contact on division programs and serves as spokesperson for the City in matters pertaining to the division's policies, plans and objectives. Many of the contacts involve sensitive matters requiring exercise of the highest degree of discretion and good judgment.

Accountability: Employee is accountable for the efficiency of division personnel and quality of the services provided by the department. Employee handles major technical and administrative problems which may arise as a result of the department's activities. Innovative ideas for the improvement of services are expected.

Working Conditions: Work is performed mostly in office settings. Some outdoor work is required in the inspection of various land use developments, construction sites or public works facilities. The noise level in the work environment is usually quiet to moderate.

Physical Conditions: Shall possess the physical, mental and emotional ability to perform the essential duties of the position without the threat of hazard to self or others.

While performing the duties of this job, the employee is occasionally required to stand; walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit, climb or balance; stoop, kneel, crouch or crawl; talk or hear; and smell. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

The employee must occasionally lift and/or move up to 25 pounds.

B. City Council Meetings

Attend City Council meetings in support of Council presentations and communication for projects, policies, programs and City engineering responsibilities.

C. Capital Projects and Land Development Services

The specific scope of work, schedule and deliverables for this work varies. As projects are identified, the City Engineer will identify each task while working closely with City staff and in particular, the Land Development Services Director, City Manager and Public Works Director to coordinate the

tasks needed. Once identified, a design team will be assembled with the appropriate technical and management expertise for the task. A detailed task order of work, fee matrix with hours and schedule will be developed and submitted to the City for approval and a Notice to Proceed to be issued. The City Engineer, or designated Rick Engineering Project Manager, will track the task order, give weekly status reporting, have regular task communications and deliver the task on schedule and budget to the City Engineer and the City of Lemon Grove Management Team.

The following services that may be performed include, but are not limited to the following:

- Engineering review and approval of Tentative Maps, Tentative Parcel, Final Maps, Parcel Maps, Record of Survey, Grading Plans, Building Permits (where required) and Improvement Plans for conformance with applicable City Design Standards, the California Subdivision Map Act, the Regional Water Quality Control Board Permit Requirements, and the Municipal Code Requirements. Prepare redline plan comments, written comments and recommendations relative to plan compliance to applicable codes and regulations.
- Coordinate plan reviews as applicable with various public utility companies and whose facilities encroach in the public right-of-way.
- Coordinate consultant reviews as applicable.
- Engineering review and approval of Hydrology and Hydraulic reports, Water Quality Technical Reports, Storm Water Pollution Prevention Plans, Geotechnical Reports and other technical reports as required for project approvals.
- Preparation of Capital Improvement Plans, specifications and estimate.
- Transportation/Traffic engineering services to evaluate and provide solutions for traffic issues city wide.
- Water Resource Engineering to evaluate and provide solutions to drainage issues city wide.

D. Bid and Construction Support Services

Upon specific and separate authorization by City, provide:

1. Contract administration during the course of construction of City capital improvement projects to include construction observation to assure compliance with contract documents, review and approval of contractor request for payment, and issuance of certificates of completion.
2. Review and respond/approve all construction submittals, RFI's and construction issues that may arise.
3. Assist in bid process including bid opening, review of bids, and recommendation for contract award.
4. Engineering administrative support during construction phase of capital improvement projects.
5. Project surveying, as needed.

E. Staff Engineer

Due to the City not having a full-time staff engineer, Rick Engineering Company will provide Staff Engineer consultation services for 12 months. This assumes providing approximately 8-10 hours per week working at the City of Lemon Grove; and approximately 2-6 hours providing the City services remotely. The time estimate for this service is approximately 600 hours on a time and material basis.

The overview of services is as follows:

Under the general direction of the Public Works Director, the Staff Engineer will provide the following engineering services: subdivision map, grading and improvement plans examination, participate as a member of the City's engineering team, coordinate assigned activities with other department and outside agencies, assist citizens of Lemon Grove with engineering issues and questions, and perform related work as required.

Additional Rick Engineering Company Staff may be utilized on an as-needed basis and prior authorization from the Public Works Director is required before proceeding with any work.

Abilities/Skills/Knowledge:

- Ability to plan and organize projects in the following functional areas: engineering, streets and storm drains, sanitary sewers, related public works, traffic systems and facilities maintenance;
- Ability to evaluate safety needs;
- Ability to deal effectively with the Public Works Director, City Manager, City Council, public, developers, other City departments and public agencies in coordinating activities and resolving problems;
- Managerial and administrative ability;
- Extensive knowledge of civil engineering and land surveying practices, principles and design;
- Extensive knowledge of modern principles, methods, solutions, terminology, equipment and materials in the public works field;
- Thorough knowledge of laws and regulations relating to public works construction, operation and maintenance;
- Ability to communicate effectively, orally and in writing.

Experience: At least five years of experience in the civil engineering field.

Education: Equivalent to at least a Bachelor's Degree with a major in civil engineering.

License or Certification: Registration as a Professional Civil Engineer in California is desired.

Possession of or ability to obtain, prior to employment, a valid Class C California driver's license with a safe driving record.

Contacts and Relationships: Employee has contact with a variety of individuals representing public and private agencies and businesses. Many of the contacts involve sensitive matters requiring exercise of the highest degree of discretion and good judgment.

Accountability: Employee handles technical and administrative problems which may arise as a result of the department's activities. Innovative ideas for the improvement of services are expected.

Working Conditions: Work is performed mostly in office settings. Some outdoor work is required in the inspection of various land use developments, construction sites or public works facilities. The noise level in the work environment is usually quiet to moderate.

Physical Conditions: Shall possess the physical, mental and emotional ability to perform the essential duties of the position without the threat of hazard to self or others.

While performing the duties of this job, the employee is occasionally required to stand; walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit, climb or balance; stoop, kneel, crouch or crawl; talk or hear; and smell. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

The employee must occasionally lift and/or move up to 25 pounds.

F. Traffic Services

Rick Engineering Company has assigned Mark Jugar to manage the traffic-related services for the City. The following are the anticipated tasks:

1. Review/develop comments on Traffic impact studies/analysis letters provided by the Planning Department
 - Traffic Study Reports
 - Traffic Assessment Letters
2. Review/develop comments on Traffic Design plans provided by the Engineering Department
 - Signal Plans
 - Signing/Striping Plans
 - Traffic Control Plans
 - Street Lighting Plans
 - Signal Interconnect Plans
3. Attend monthly San Diego Traffic Engineer's Council (SANTEC) meetings at SANDAG
4. Attend and prepare for bi-monthly City of Lemon Grove Traffic Advisory Committee (TAC) meetings
5. Conduct traffic analysis tasks that may come out of the TAC meetings.
 - All-way Stop warrants
 - Traffic Signal warrants
 - Sight Distance evaluations

6. Conduct traffic signal coordination timing along key corridors (Broadway, Massachusetts) and implement signal timing parameters into controllers
7. Update city-wide speed surveys
8. Implement signal timing adjustments, as needed
9. Traffic data collection tasks (vendor):
 - Intersection counts (vehicles, pedestrians, bicycles)
 - Roadway ADT counts
 - Speed surveys
 - Parking counts
10. Prepare for/attend City Council Meetings (as-needed)
11. Attend other City Meetings (office or site meetings) (as needed)

G. Other Services not specifically included in the Engineering tasks noted in "B" above

Upon specific and separate authorization by City, provide other engineering services as listed below:

1. Urban design and planning.
2. GIS services.
3. Assessment engineering.
4. Flood control studies.
5. Landscape architecture.
6. Design survey and mapping.
7. Other studies, investigations, and reports, as directed.

Fees and Billings

The following is an estimated labor fee for the above-described work. Labor charges for work shown below are on a time and material basis in accordance with the current Schedule of Hourly Rates (attached), not to exceed the following amounts without your prior authorization.

Escalation:

Billing Rates will increase by 3% each year for the 1st three (3) years of the contract. If the contract is extended for a 4th year, then the current billing rates of the company will be utilized. Rates will be increased by 3% (upon those rates) if the contract is extended into the 5th year.

Fee (Yearly):

A.	City Engineer	\$ 69,000.00
B.	City Council Meetings	\$ 11,500.00
C.	Capital Projects and Land Development Services	\$ 46,000.00
D.	Bid and Construction Support Services	\$ 23,000.00
E.	Staff Engineer	\$ 174,085.00
F.	Traffic Services	\$ 123,400.00

Mr. Mike James
February 1, 2019
Page 9 of 9

G. Expenses	\$ 3,015.00
Total	<u>\$450,000.00</u>

Any printing and miscellaneous processing fees are extra and not a part of this agreement. Also not included are any items not specifically referred to above.

Services Not Included

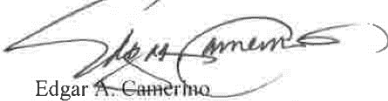
1. Geotechnical Services
2. Environmental Services
3. Public Agency fees
4. Dry utility design services
5. Financial services
6. Additional Services Not Included in the Scope of Work

If notice is delayed for any reason beyond sixty (60) days, it is understood by the parties that the terms and conditions contained herein are subject to revision.

If you have any questions regarding this agreement, please contact me at 619-688-1468. Thank you for requesting Rick Engineering Company to provide these services.

Sincerely,

RICK ENGINEERING COMPANY



Edgar A. Camerino
R.C.E. 58844
Associate Principal

APPROVED:

BY: _____

DATE: _____



Hourly Rates – California Offices

Principal Consultant (Special Projects)	\$275.00	Principal Water Resources Designer	\$140.00
Principal	245.00	Associate Water Resources Designer	130.00
Associate Principal	230.00	Assistant Water Resources Designer	115.00
Associate/Manager	215.00		
Expert Witness	400.00	GIS Manager	\$185.00
Court Appearance per half day or part.....	1,600.00	Principal GIS Project Manager	170.00
		Associate GIS Project Manager	155.00
Director of Land Development	\$210.00	Assistant GIS Project Manager	135.00
Principal Project Engineer/Manager	190.00	Principal GIS Analyst	125.00
Associate Project Engineer/Manager	175.00	Associate GIS Analyst	115.00
Assistant Project Engineer/Manager	160.00	Assistant GIS Analyst	105.00
Principal Engineering Designer	140.00	Principal Graphics Designer	115.00
Associate Engineering Designer	130.00	Associate Graphics Designer	110.00
Assistant Engineering Designer	115.00	Assistant Graphics Designer	95.00
Principal Engineering Drafter	110.00	CAD Manager	175.00
Associate Engineering Drafter	100.00		
Assistant Engineering Drafter	90.00	Field Supervisor	\$190.00
		One-person Survey Party	140.00
Principal Construction Engineer/Manager	\$190.00	One-person Survey Party with Robotics	190.00
Associate Construction Engineer/Manager	175.00	Two-person Survey Party	220.00
Assistant Construction Engineer/Manager	160.00	Three-person Survey Party	285.00
Principal Construction Technician	140.00		
Associate Construction Technician	130.00	3D Laser Scanning Crew (One-Person)	\$220.00
Assistant Construction Technician	115.00	3D Laser Scanning Crew (Two Person)	260.00
Senior Transportation/Traffic Engineer	\$200.00	Principal 3D Laser Scanning Project Manager	\$180.00
Principal Transportation/Traffic Engineer	190.00	Associate 3D Laser Scanning Project Manager	165.00
Associate Transportation/Traffic Engineer	175.00	Assistant 3D Laser Scanning Project Manager	150.00
Assistant Transportation/Traffic Engineer	160.00	Principal 3D Laser Scanning Specialist	130.00
Principal Transportation/Traffic Designer	140.00	Associate 3D Laser Scanning Specialist	120.00
Associate Transportation/Traffic Designer	130.00	Assistant 3D Laser Scanning Specialist	110.00
Assistant Transportation/Traffic Designer	115.00	Principal 3D Laser Scanning Technician	110.00
		Associate 3D Laser Scanning Technician	95.00
Principal Community Planner	\$210.00	Assistant 3D Laser Scanning Technician	85.00
Principal Project Planner/Manager	190.00		
Associate Project Planner/Manager	175.00	Photogrammetry Supervisor	\$180.00
Senior Planner	165.00	Principal Photogrammetrist	125.00
Associate Planner	130.00	Associate Photogrammetrist	110.00
Assistant Planner	110.00	Assistant Photogrammetrist	100.00
Planning Technician	85.00		
		Computing & Mapping Director	\$190.00
Principal Landscape Architect	\$210.00	Principal Survey Analyst	175.00
Principal Project Landscape Architect/Manager	180.00	Associate Survey Analyst	135.00
Associate Project Landscape Architect/Manager	155.00	Assistant Survey Analyst	115.00
Assistant Project Landscape Architect/Manager	120.00		
Principal Landscape/Urban Designer	110.00	Associate Project Administrator	\$75.00
Associate Landscape/Urban Designer	105.00	Assistant Project Administrator	65.00
Assistant Landscape/Urban Designer	95.00	Administrative Assistant	70.00
Principal Environmental Project Manager	\$175.00		
Associate Environmental Project Manager	155.00		
Assistant Environmental Project Manager	135.00		
Principal Environmental Specialist	120.00		
Associate Environmental Specialist	115.00		
Assistant Environmental Specialist	110.00		
Environmental Technician	90.00		

Rates will be subject to a 3% increase at the end of each fiscal year (beginning on July 1, 2020).