



City of Lemon Grove City Council Regular Meeting Agenda

Tuesday, October 4, 2022, 6:00 p.m.

Lemon Grove Community Center
3146 School Lane, Lemon Grove, CA 91945

For everyone's protection, all attendees must maintain a safe social distance. Face coverings are optional but strongly recommended during the meeting.

City Council

Racquel Vasquez, Mayor
Jerry Jones, Mayor Pro Tem
Jennifer Mendoza, Councilmember
Liana LeBaron, Councilmember
George Gastil, Councilmember

A complete agenda packet is available for review on the [City's website](#)

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

Fire Prevention Week - Proclamation, Steve Swaney, Fire Chief, Heartland Fire and Rescue

Public Comment

Digitally submitted public comments received by the City Clerk at amalone@lemongrove.ca.gov will not be read out-loud during the meeting. However, they will be provided to the City Council and remain part of the meeting's records. Per the Lemon Grove Municipal Code Section 2.14.150, live comments are allotted a maximum of three (3) minutes.

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.)

1.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.

1.B City of Lemon Grove Payment Demands

Reference: Joseph Ware, Finance Manager

Recommendation: Ratify Demands

1.C Approval of City Council Meeting Minutes

Reference: Audrey Malone, City Clerk

Recommendation: Approval of City Council Meeting Minutes, meeting of September 20, 2022.

1.D Contract Extension with Clark Telecom and Electric, Inc.

Reference: Izzy Murguia, Public Works Director

Recommendation: Adopt a resolution approving a one-year contract extension with Clark Telecom and Electric, Inc. for Street Light Maintenance and Repair (Contract No. 2018-23).

Report(s) to Council:

2. Award an Agreement for the 2022 Pavement Management Program Update to NCE

Reference: Ed Walton, City Engineer

Recommendation: That the City Council authorize the City Manager or her designee to negotiate a professional services agreement with NCE to update the Pavement Management Program, and authorize the City Manager to execute any necessary documents.

3. Kunkel Park – Council Request

Reference: Lydia Romero, City Manager

Recommendation: City Council discussion on Kunkel Park usage for Pickleball.

City Council 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 Report

Closed Session

- a. Conference with Legal Counsel – anticipated litigation (Govt C §54956.9(d)(2)-(4))

Adjournment

AFFIDAVIT OF NOTIFICATION AND POSTING

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

I, Audrey Malone, 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, on or before the hour of 6:00 p.m. on September 29, 2022 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/: Audrey Malone
Audrey Malone, City Clerk

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 amalone@lemongrove.ca.gov. A full agenda is available for public review at City Hall.

City Council Work Plan 2022 - 2023

Strategic Focus Area: Public Streets and Sidewalks

Repairs

| | | | |
|--|--|--|----------------|
| Street Repairs: Improve streets in poor condition in neighborhoods and near schools and parks | Costs: Staff recommends allocating \$250,000 for streets 25 pci and below | Staff Time: 15-25 hrs – field street analysis; prepare repair plan; prepare bid plans; contract management. | On going |
| PMP: Implement a Pavement Management Program (PMP) in FY 23 | Costs: \$75,000 (carry over from FY 21-22) | Staff Time: 25-30 hrs –prepare bid plans; city council reports and contract management. | Summer/Fall 22 |

Traffic Calming

| | | | |
|--|--|--|----------------|
| Traffic Calming: Continue traffic control and calming strategies and projects | Costs: Unknown. City was awarded a CalTrans grant to create mobility plan to improve safety especially around schools | Staff Time: 15-25 hrs – grant management, contract preparation, city council reports and contract management. | Summer 22 |
| Vision Zero Plan: Develop Vision Zero Plan for Council review/approval | Costs: Estimate of \$50,000 to \$75,000 | Staff Time: 25-30 hrs –prepare bid plans; council reports and contract management. | Summer/Fall 22 |

Strategic Focus Area: Revenue, Economic Development, and Budget

Economic Development

| | | | |
|---|--|---|----------|
| Economic Development Plan: Seek a RFP for an Economic Development Plan | Costs: \$50,000, this is carry over from FY 21-22 | Staff Time: 10-15 hrs – prepare bid proposal, contract preparation, city council reports and contract management | On going |
|---|--|---|----------|

Budget Expenditures

| | | | |
|---|---|---|---|
| Equipment, Technology and Resources: Develop a prioritized list of equipment (vehicles, etc.) and technology (computers, programs, etc.) needs for Council review and vote | Costs: Unknown | Staff Time: 15 -20 hrs – prepare report, council presentation | February 23 - Report to be completed for mid-year budget update |
| Improve Staff Pay and ok Nonmonetary Benefits. | Costs: Varies, depending on City Council's direction | Staff Time: 5 hrs – prepare report, council presentation | On-going |

Strategic Focus Area: Public Safety/Law Enforcement & Homelessness

Public Safety

| | | | |
|--|---|---|-----------|
| Traffic Enforcement: Increase traffic control deputy from half-time to fulltime | Costs: \$233,000. This items will increase the Sheriff's contract in FY 22-23. This item will be built into future budgets, unless directed to remove from City Council. | Staff Time: .5 hrs – notify contracts division of sheriff's department | Summer 22 |
|--|---|---|-----------|

Strategic Focus Area: Community Life

Communications

| | | | |
|--|--|--|-----------|
| Communication Specialist: Increase Communications Specialist from ½ to fulltime | Costs: approximately \$50,000 which includes salary, benefits and retirement costs. | Staff Time: 1 hrs – internal processes in HR and Finance | Summer 22 |
| Council Meetings: A report will be prepared for City Council's consideration that would detail equipment and building costs to provide broadcasting of City Council meetings. | Costs: Will be determined on report to council. | Staff Time: 25-30hrs. The Staff will be dedicated to create the report with several alternatives. | Fall 2022 |

Parks/Park Space/Open Space

| | | | |
|--|---|--|-----------|
| Rec. Center: Conduct Feasibility study for opening recreation center on Saturdays | Costs: Unknown, until report is completed. | Staff Time: 7 to 10 hrs – research, costs analysis and create report for City Council | Summer 22 |
|--|---|--|-----------|



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.A
Meeting Date: October 4, 2022
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: October 4, 2022
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Joseph Ware, Finance Manager
jware@lemongrove.ca.gov
Item Title: **City of Lemon Grove Payment Demands**

Recommended Action: Ratify Demands.

Environmental Review:

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

Fiscal Impact: None.

Public Notification: None.

City of Lemon Grove Demands Summary

Approved as Submitted:

Joseph Ware, Finance Manager

For Council Meeting: 10/4/22

ACH/AP Checks 09/14/22-09/27/22

672,995.72

Payroll - 09/20/22

125,564.37

Total Demands

798,560.09

| CHECK NO | INVOICE NO | VENDOR NAME | CHECK DATE | Description | INVOICE AMOUNT | CHECK AMOUNT |
|----------|---|--|------------|--|--|--------------|
| ACH | Sep14 22 | US Treasury | 09/14/2022 | Federal Taxes 9/14/22 | 31,809.81 | 31,809.81 |
| ACH | Jul22 | San Diego County Sheriff's Department | 09/14/2022 | Law Enforcement Services - Jul'22 | 541,726.97 | 541,726.97 |
| ACH | Aug22-CC Aug22-CC | Wells Fargo | 09/14/2022 | Credit Card Processing-Mo.Svc - Aug'22 Credit Card Transaction Fees- Aug'22 | 9.85 2,240.78 | 2,250.63 |
| ACH | Sep20 22 | Employment Development Department | 09/22/2022 | State Taxes 9/20/22 | 7,388.62 | 7,388.62 |
| ACH | Refill 9/22/22 | Pitney Bowes Global Financial Services LLC | 09/23/2022 | Postage Usage 9/22/22 | 250.00 | 250.00 |
| ACH | 819637 | Aflac | 09/23/2022 | AFLAC Insurance 9/22/22 | 1,561.06 | 1,561.06 |
| ACH | Sep7-Sep20 22 | Calpers Supplemental Income 457 Plan | 09/23/2022 | 457 Plan 9/7/22-9/20/22 | 6,396.09 | 6,396.09 |
| 16250 | 1FXL-TK36-QPQF | Amazon Capital Services, Inc. | 09/14/2022 | Adjusting Standing Desk - Engineering | 146.53 | 146.53 |
| 16251 | Oct 2022 | California Dental Network Inc | 09/14/2022 | California Dental Insurance -Oct'22 | 240.09 | 240.09 |
| 16252 | Campos, Ashley | Campos, Ashley | 09/14/2022 | Refund/Campos, Ashley/Deposit - Courtyard- 9/3/22 | 300.00 | 300.00 |
| 16253 | 16216 16216 16216 16216 16216 | City of El Cajon | 09/14/2022 | Overtime Reimbursement - Brawner 3/2/22 Overtime Reimbursement - Laatsch 3/4/22 Overtime Reimbursement - Lopez 2/20/22 Overtime Reimbursement - Lopez 3/3/22 Overtime Reimbursement - Padilla 3/1/22 | 1,319.28 1,507.24 1,255.71 1,255.71 1,195.15 | 6,533.09 |
| 16254 | 24549 24549 | City of La Mesa | 09/14/2022 | Overtime Reimbursement - Nenow 8/17/22 Overtime Reimbursement - Wright 8/8/22 | 1,392.90 1,326.67 | 2,719.57 |
| 16255 | Petty Cash 9/13 Petty Cash 9/13 Petty Cash 9/13 Petty Cash 9/13 Petty Cash 9/13 Petty Cash 9/13 Petty Cash 9/13 Petty Cash 9/13 Petty Cash 9/13 Petty Cash 9/13 Petty Cash 9/13 Petty Cash 9/13 Petty Cash 9/13 | City of Lemon Grove | 09/14/2022 | Petty Cash- Livescans Petty Cash- Transp/CSMFO Trng/Cerezo 2/16/22-2/18/22 Petty Cash- Transp/Trng/Indian Wells/Torres & Gonzalez 2/10/22 Petty Cash- Supplies/Eggstravaganza 4/16/22 Petty Cash- Mileage/Amavisca Petty Cash- Protective Clothing/Sani Petty Cash- Mileage 7/20/21-6/21/22 Zafico Petty Cash- Daycamp Supplies Petty Cash- Postage/USPS Postage Due Petty Cash- Supplies/Mayor & Council/Padre Dam Memorial Cards Petty Cash- Postage Petty Cash- Class A License Renewal - Landeros | 140.00 40.00 43.67 10.26 7.72 49.48 12.87 9.49 3.90 18.17 26.95 50.00 | 412.51 |
| 16256 | 1000337716 | City of San Diego | 09/14/2022 | Fuel Services-PW: Jul'22 | 3,818.63 | 3,818.63 |
| 16257 | 23CTOFLGN02 | County of San Diego- RCS | 09/14/2022 | 800 MHZ Network - Aug'22 | 1,767.00 | 1,767.00 |
| 16258 | Apr-Jun22 | Division of the State Architect | 09/14/2022 | State CASP Fee (\$4) - 4/1/22-6/30/22 | 46.80 | 46.80 |
| 16259 | 5/31/2022 | EsGil, LLC | 09/14/2022 | 75% Building Fees- 5/31/22 | 1,241.12 | 1,241.12 |
| 16260 | 28697 28712 | Exell Security, Inc | 09/14/2022 | Courtyard Security Guard - 8/27/22 Courtyard Security Guard - 9/3/22 & 9/4/22 | 245.00 427.70 | 672.70 |
| 16261 | 262736 | GB Auto Service, Inc | 09/14/2022 | Tire/Wheel Balance - LGPW#31 '14 Ford Escape | 150.82 | 150.82 |
| 16262 | AR012657 AR012671 | Grossmont Union High School District | 09/14/2022 | FY2022-2023 Budget Books Buses for Summer Day Camp Field Trips- Jul'22 | 428.64 2,291.75 | 2,720.39 |
| 16263 | 53940 | Harris & Associates Inc | 09/14/2022 | Sanitation Dist Financial Consulting Svcs 5/29/22-7/30/22 | 6,888.75 | 6,888.75 |
| 16264 | Harrison, Kenneth | Harrison, Kenneth | 09/14/2022 | Refund/Harrison, Kenneth/Deposit - Courtyard- 8/27/22 | 300.00 | 300.00 |
| 16265 | 7/28/22-8/28/22 | Helix Water District | 09/14/2022 | Water Svc -FH#313300 3232 Main 7/28/22-8/28/22 | 168.96 | 168.96 |
| 16266 | 15097 15098 | Infrastructure Engineering Corporation | 09/14/2022 | Prof Svc: 8373 Broadway 7/1/22-7/31/22 Prof Svc: 7946 Broadway 7/1/22-7/31/22 | 1,359.00 151.00 | 1,510.00 |
| 16267 | 2205-RET | Portillo Concrete Inc | 09/14/2022 | CUPCCA 2021-28 Annual Sidewalk Repairs - Retention | 2,522.25 | 2,522.25 |

| CHECK NO | INVOICE NO | VENDOR NAME | CHECK DATE | Description | INVOICE AMOUNT | CHECK AMOUNT |
|----------|---|--|------------|--|-----------------------------------|--------------|
| 16268 | Sells, Richard | Sells, Richard | 09/14/2022 | Refund/Sells, Richard/Sewer Service Fee Overcharged | 2,184.57 | 2,184.57 |
| 16269 | 8348110090122 | Sparkletts | 09/14/2022 | PW Yard - Water | 45.53 | 45.53 |
| 16270 | 603118 | State of California- Department of Justice | 09/14/2022 | Fingerprint Apps - Murguia - Aug'22 | 32.00 | 32.00 |
| 16271 | Stockdale, Karyes | Stockdale, Karyes | 09/14/2022 | Refund/Stockdale, Karyes/Jumper Permit/Gazebo - BS Blue - 8/6/22 | 120.00 | 120.00 |
| 16272 | 0001589784-IN | WEX Health, Inc | 09/14/2022 | COBRA - Monthly/Aug'22 | 85.00 | 85.00 |
| 16274 | 1KYL-1TKL-PW73 | Amazon Capital Services Inc | 09/21/2022 | Adusting Standing Desk - Comm Dev | 146.53 | 146.53 |
| 16275 | L1072895WI | American Messaging | 09/21/2022 | Pager Replacement Program 9/1/22-9/30/22 | 51.24 | 51.24 |
| 16276 | Fire- 18668795 | AT&T | 09/21/2022 | Fire Backup Phone Line- 7/22/22-8/21/22 | 50.66 | 50.66 |
| 16277 | Battles, Jeffry | Battles, Jeffry | 09/21/2022 | Refund/Battles, Jeffry/Diversion Deposit - CD2- | 500.00 | 500.00 |
| 16278 | Sep2022 Sep2022 | Benefit Coordinators Corporation (BCC) | 09/21/2022 | LTD Insurance - Sep'22 Life Insurance - Sep'22 | 667.60 575.10 | 1,242.70 |
| 16279 | 1118 | Chalifoux, Brast, Thompson, Potocki | 09/21/2022 | Prof Svcs: 10025-811 thru 8/31/22 | 573.50 | 573.50 |
| 16280 | 906229905 | Domestic Uniform Rental | 09/21/2022 | Shop Towels & Safety Mats 9/6/22 | 53.35 | 53.35 |
| 16281 | AR012694 | Grossmont Union High School District | 09/21/2022 | Buses for Summer Day Camp Field Trips- Aug'22 | 1,167.50 | 1,167.50 |
| 16282 | HS-5607-0021 | Home Start, Inc | 09/21/2022 | LG Homeless Outreach - Aug'22 | 2,042.82 | 2,042.82 |
| 16283 | 112397 | Horton, Oberrecht, Kirkpatrick & Martha, APC | 09/21/2022 | Legal Svcs: GHC0019886 | 1,894.40 | 1,894.40 |
| 16284 | 11119 | I.B. Trophies & Awards | 09/21/2022 | Perpetual Plaque - Employee of the Year/Fire | 193.95 | 193.95 |
| 16285 | 9/20/2022 | ICMA | 09/21/2022 | ICMA Deferred Compensation Pay Period Ending 9/20/22 | 780.77 | 780.77 |
| 16286 | 1769 | Janazz, LLC SD | 09/21/2022 | 2 Laptops - City Manager Department | 1,827.50 | 1,827.50 |
| 16287 | 225291 | Liebert Cassidy Whitmore | 09/21/2022 | Prof Svcs: LE050-00009 thru 8/31/22 | 2,681.00 | 2,681.00 |
| 16288 | Miller, Sean | Miller, Sean | 09/21/2022 | Refund/Miller, Sean/Diversion Deposit- CD2-200 | 500.00 | 500.00 |
| 16289 | INV-15-126726 | Paymentus Corporation | 09/21/2022 | Transaction Fees - Aug'22 | 9.95 | 9.95 |
| 16290 | 238662 | Richards, Watson & Gershon | 09/21/2022 | Legal Svcs: 12506-0003 thru 7/31/22 | 70.00 | 70.00 |
| 16291 | 3568860625-0922 4154920381/0922 Aug22 | SDG&E | 09/21/2022 | Electric Usage: St Light 8/1/22-8/31/22 Electric Usage: St Light 8/1/22-8/31/22 Gas & Electric 7/23/22-8/22/22 | 1,995.53 2,916.05 26,627.38 | 31,538.96 |
| 16292 | Sep 20 Sep 6 | Southern CA Firefighters Benefit Trust | 09/21/2022 | LG Firefighters Benefit Trust 9/20/22 LG Firefighters Benefit Trust 9/6/22 | 830.70 830.70 | 1,661.40 |
| | | | | | 672,995.72 | 672,995.72 |



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.C
Meeting Date: October 4, 2022
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Audrey Malone, City Clerk
amalone@lemongrove.ca.gov
Item Title: **Approval of City Council Meeting Minutes**

Recommended Action: Approval of City Council Meeting Minutes, meeting of September 20, 2022.

Environmental Review:

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

Fiscal Impact: None.

Public Notification: None.

**MINUTES OF THE REGULAR MEETING
OF THE LEMON GROVE CITY COUNCIL
Lemon Grove Community Center
3146 School Lane, Lemon Grove, CA 91945
TUESDAY, September 20, 2022 at 6 PM**

*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 City Council Meeting to order at 6:00 pm

Present:

Mayor Racquel Vasquez, Mayor Pro Tem Jerry Jones, Councilmember Jennifer Mendoza, Councilmember Liana LeBaron, and Councilmember George Gastil.

Absent: None.

Staff Members Present:

Lydia Romero, City Manager, Kristen Steinke, City Attorney, Steve Swaney, Fire Chief, Patrick McEvoy, San Diego Sheriff's Lieutenant, and Audrey Malone, City Clerk.

Pledge of Allegiance:

Led by Councilmember Mendoza.

Changes to the Agenda:

Councilmember LeBaron makes a motion to pull item 1.B City of Lemon Grove Payment Demands, no second to the motion, motion fails.

Presentation:

Fire Chief Steve Swaney presents on National Preparedness Month.

Mayor Vasquez presents a proclamation in support of National Preparedness Month.

Public Comment:

Email Submitted:

- Rebecca Rapp
- Barbra Gordon
- Jennifer Ellis

In-Person:

- John Wood
- Jim Ellis

Consent Calendar:

- 1.A Waive Full Text Reading of All Ordinances on the Agenda
- 1.B City of Lemon Grove Payment Demands

- 1.C Approval of City Council Meeting Minutes, August 2, 4 and September 6, 2022
- 1.D Joint Emergency Response for Fire and Rescue
- 1.E Biennial Review and Adoption of the Amended Conflict of Interest Code
- 1.F City Council Manual

Action: Motion by Mayor Pro Tem Jones, second by Councilmember Gastil to approve the Consent Calendar.

The motion passed by the following vote:

Ayes: Vasquez, Jones, Mendoza, Gastil.

Noes: LeBaron.

Report(s) to Council:

2. Employee Equity Compensation Plan

Report presented by Lydia Romero, City Manager.

Public Comment:

Email Submitted: None.

In-Person: None.

Council have questions for staff, followed by feedback and direction. Staff to bring back a Salary Philosophy for adoption at the October 4, 2022 City Council Meeting.

City Council Reports on Meetings Attended at the Expense of the City

Councilmember Mendoza

- Monetary Heights Back to School Night Event
- SANDAG Board Meeting
- Eagle Scout Court of Honor Event
- LG Clergy Meeting
- SANDAG Transpiration Meeting
- Lemon Grove Food Distribution

Councilmember LeBaron

- Meeting with residence about City Council Procedures
- Knocking on residence doors to hear concerns

Councilmember Gastil

- Metropolitan Transit System Meeting
- Regional Manufactures Expo – Oct 3 announcement

Mayor Pro Tem Jones

- Metro Waste Water Meeting
- Independent Rates Oversight Committee (IROC) Meeting

Mayor Vasquez

- Attended League of California Cities Conference
- 9/11 Ceremony at American Legion Post 201
- 2022 Memento Awards at Natural History Museum
- Lemon Grove Food Distribution

City Manager Report

- Attended League of California Cities Conference
- Announced that the City is close to filling all open positions
- Announces the new Public Works Director, Izzy Murguia and Interim Public Works Operations Manager, Al Cablay.

Mayor Vasquez adjourns the meeting to the next regularly scheduled City Council meeting of October 4, 2022.

Audrey Malone, City Clerk



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.D
Meeting Date: October 4, 2022
Submitted to: Honorable Mayor and Members of the City Council
Department: Public Works Department
Staff Contact: Izzy Murguia, Public Works Director
imurguia@lemongrove.ca.gov
Item Title: **Contract Extension with Clark Telecom and Electric, Inc.**

Recommended Action: Adopt a resolution (**Attachment A**) approving a one-year contract extension with Clark Telecom and Electric, Inc. for Street Light Maintenance and Repair (Contract No. 2018-23).

Summary: The City awarded a contract to Clark Telecom and Electric, Inc. (CTE) for street light maintenance and repair. Based on the positive work experience during the past one year period, Public Works staff concluded that CTE performance warrants an extension through Fiscal Year 2022-2023.

Discussion: The City participated in a four city consortium with El Cajon, La Mesa and Santee to advertise the need for street light maintenance and repair services. Advertisements for street light maintenance, repairs, and related services were advertised by the City of El Cajon, the lead agency, on March 22, 2018. The City of El Cajon received five (5) bids on the bid opening date of April 24, 2018 and CTE was found to be the lowest responsive and responsible bidder.

On June 5, 2018, the Lemon Grove City Council awarded the contract to CTE for Fiscal Year 2019-20. Included in the contract was an option to renew the contract for up to four (4), one (1) year terms with satisfactory performance and City Council authorization. Based on their past performance, the City Council granted a contract extension for FY2020-21 and FY2021-22.

Public Works staff has concluded that CTE has provided satisfactory performance during the past fiscal year, which warrants a one year contract extension through Fiscal Year 2022-23. Both the City and CTE have agreed to a 5% increase in the unit costs to adjust for inflation. This increase is below the Consumer Price Index for the San Diego area.

Environmental Review:

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

Fiscal Impact: The City of Lemon Grove’s portion of the four city contractual work, excluding emergency or related construction work, is estimated to equal \$40,490 in Fiscal Year 2022-23. Funds are budgeted from account numbers 01-5013-5920, 01-5014-6250, 11-0000-6290, and 12-0000-6290.

Public Notification: None.

Staff Recommendation: That the City Council adopts a resolution (**Attachment A**) approving a one-year contract extension with CTE for Street Light Maintenance and Repair (Contract No. 2018-23), retroactive to July 1, 2022.

Attachments:
Attachment A – Resolution

RESOLUTION NO. 2022 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA, APPROVING A ONE-YEAR CONTRACT EXTENSION WITH CLARK TELECOM AND ELECTRONICS, INC. FOR STREET LIGHT MAINTENANCE AND REPAIR (CONTRACT NO. 2018-23)

WHEREAS, the cities of El Cajon, La Mesa, Lemon Grove, and Santee jointly solicited bids for Street Light Maintenance and Repair; and

WHEREAS, five bids were received for the Street Light Maintenance and Repair Contract (Contract No. 2018-23); and

WHEREAS, said bids were opened on April 24, 2018 and the responsive and responsible low bidder was Clark Telecom and Electric, Inc.; and

WHEREAS, on June 5, 2018 the City Council awarded the contract to Clark Telecom and Electric, Inc.; and

WHEREAS, the term of the contract began in Fiscal Year 2019-2020 with four (4) additional one year options subject to City Council approval through Fiscal Year 2023-2024; and

WHEREAS, the City Council finds it in the public interest that a one year extension to the contract for said services be awarded through Fiscal Year 2022-2023.

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

1. Awards a contract in the base annual amount of forty thousand four hundred ninety dollars (\$40,490) to Clark Telecom and Electric, Inc. and
2. Authorizes the City Manager or her designee to execute said contract documents.

PASSED AND ADOPTED on October 4, 2022, the City Council of the City of Lemon Grove, California, adopted Resolution No. 2022-____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Audrey Malone, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 2.
Meeting Date: October 4, 2022
Submitted to: Honorable Mayor and Members of the City Council
Department: Public Works Department
Staff Contact: Ed Walton, City Engineer
ewalton@lemongrove.ca.gov
Item Title: **Award an Agreement for the 2022 Pavement Management Program Update to NCE**

Recommended Action: That the City Council authorize the City Manager or her designee to negotiate a professional services agreement with NCE to update the Pavement Management Program, and authorize the City Manager to execute any necessary documents.

Summary: The City's Pavement Management Plan (PMP) is an important tool in maintaining the City's street inventory. The program evaluates all of the City-maintained streets based on their maintenance history and their current condition and recommends various maintenance treatments and schedules based on available resources.

The City's PMP was last updated by NCE in 2018. Based on results of the 2018 update, the City has completed recommended street repairs and preventive maintenance of the appropriate streets, not letting them deteriorate into more costly major repairs. Major repairs were also undertaken to reduce the number of streets which have a low pavement condition index (PCI).

Key components of the updated PMP include:

- Review of prior PMP's and street repairs
- Evaluation of the current street conditions and associated PCI's
- Creation of a five-year list of street treatments based on anticipated funds
- Training City staff on the software program used to manage/update the PMP
- Traffic volume counts of key street segments

Discussion: On August 2, 2022, the City Council authorized staff to advertise a request for proposals to update the PMP. The advertised scope of work requested the selected consultant to review all historic data about the City’s PMP, evaluate the current street conditions, create a five-year list of prioritized projects to treat the City streets utilizing all anticipated funds, and provide software training to City staff to manage the program during the five-year period.

On September 1, 2022, staff received two proposals. Each company is listed below with its company location and proposal prices are listed below.

| Company Name | Location | Base Cost |
|------------------------------|---------------------|------------------|
| NCE | Fountain Valley, CA | \$ 67,700 |
| Bucknam Infrastructure Group | Oceanside, CA | \$ 38,418 |

An evaluation committee comprised of City staff evaluated each proposal per the criteria listed in the request for proposals. Evaluation criteria consisted of Proper Formatting (include all items requested in the request for proposal), Responsiveness (ability to meet the scope of services and all City requirements), Qualifications/Experience, Technical Approach/Timeline, Price, and Compliance with State Labor and Public Contracting Codes.

Using the evaluation criteria and scoring rubric defined in the RFP, staff concluded of the proposals received, NCE is the most qualified firm to provide the required services. NCE’s thorough understanding of the City’s needs, level of local government experience, listed project team professionals, understanding of available funding sources, and quality control makes it the most qualified firm to perform the PMP update.

The major components of NCE’s proposed scope of work (**Attachment B**) include updating base maps and inventory data of the entire street network; collect traffic volume counts on Class III and above collector streets and compare past traffic counts with newly acquired data; calculating the PCI for each street segment; review current procedures for pavement maintenance, available resources, historical expenditure levels, and the desired service level of the street network; recommend and update unit costs and maintenance treatments based on City policies; perform multiple funding scenarios and develop a

multi-year improvement plan for Council consideration; and train City staff on the use of StreetSaver and GIS linkage.

The final report from NCE will be a five-year planning document with multiple funding scenarios based on current information that staff will be able to utilize when developing its annual street rehabilitation projects.

Environmental Review:

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

Fiscal Impact: A not to exceed amount of \$75,000 is budgeted for the PMP update in the current fiscal year (FY2022-23) in account 01-50-09-6200.

Public Notification: None.

Staff Recommendation: Staff recommends the City Council adopt a resolution (**Attachment A**) authorizing the City Manager or her designee to negotiate a professional services agreement with NCE to update the Pavement Management Program and authorize the City Manager to execute any necessary documents.

Attachments:

Attachment A – Resolution

Attachment B – NCE Scope of Work

RESOLUTION NO. 2022 - ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,
CALIFORNIA, AWARDED A CONTRACT FOR THE 2022 PAVEMENT
MANAGEMENT PLAN UPDATE (CONTRACT NO. 2022-10) TO NCE**

WHEREAS, the City advertised a request for proposals to update the Pavement Management Program (Contract No. 2022-10) on August 4, 2022; and

WHEREAS, two proposals were received on September 1, 2022; and

WHEREAS, staff concluded NCE's level of experience, technical competence, and listed project professionals made it most qualified firm to provide the requested services; and

WHEREAS, staff determined a project budget not to exceed \$67,700 is warranted; and

WHEREAS, the City Council finds it in the public interest that an agreement for professional services be awarded to NEC to update the Pavement Management Program.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California hereby authorizes the City Manager or her designee to negotiate and execute a professional services agreement with NCE to update the City's Pavement Management Program (Exhibit 1), and authorize the City Manager to execute any necessary documents.

PASSED AND ADOPTED on October 4, 2022, the City Council of the City of Lemon Grove, California, adopted Resolution No. 2022-_____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Audrey Malone, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney

EXHIBIT 1

PROFESSIONAL SERVICES AGREEMENT

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

THIS AGREEMENT is approved and effective upon the date of the last signature, by and between the CITY OF LEMON GROVE, a municipal corporation (the "CITY"), and NCE, a professional engineering firm (the "CONSULTANT").

RECITALS

WHEREAS, the CITY desires to employ a CONSULTANT to update the City's Pavement Management Program (Contract No. 22-10).

WHEREAS, the CITY has determined that the CONSULTANT is a professional engineering consulting firm and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

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

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

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

2. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in Exhibit "A" (Attached).

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT 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.

3. PROJECT COORDINATION AND SUPERVISION.

The City Manager (or designee) hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Vivek Jha is designated as the Project Manager for the CONSULTANT.

4. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT 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" will not exceed Sixty Seven Thousand Seven Hundred (\$67,000) without prior written authorization from the CITY. 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 and in the sole discretion of the CITY.

The CONSULTANT 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 expire one year from the effective date.

6. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT 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 CONSULTANT hereby assigns to the CITY and CONSULTANT 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 CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium or method utilize the CONSULTANT's written work product for the CITY's purposes, and the CONSULTANT

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 CONSULTANT shall relieve the CONSULTANT 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 CONSULTANT.** 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 CONSULTANT nor the CONSULTANT'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 CONSULTANT and the CONSULTANT'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 CONSULTANT and its employees. Neither this Agreement nor any interest herein may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or subconsultants, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its subconsultant(s) shall require the subconsultant 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 CONSULTANT or any of the CONSULTANT'S employees except as herein set forth, and the CONSULTANT expressly agrees not to represent that the CONSULTANT or the CONSULTANT'S agents, servants, or employees are in any manner agents, servants or employees of the CITY, it being understood that the CONSULTANT, its agents, servants, and employees are as to the CITY wholly independent consultants and that the CONSULTANT'S obligations to the CITY are solely such as are prescribed by this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, 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 CONSULTANT, and each of its subconsultants, 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 CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONSULTANT represents and covenants that the CONSULTANT 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 CONSULTANT to practice its profession.

11. **STANDARD OF CARE.**

A. The CONSULTANT, 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 CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT'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 CONSULTANT 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 CONSULTANT's professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT 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 CONSULTANT has notified the CITY otherwise, the CONSULTANT 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 CONSULTANT to use due diligence under this subparagraph will render the CONSULTANT 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 CONSULTANT 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 CONSULTANT will take positive action to ensure 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 CONSULTANT 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 CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT 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 CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; (iv) has been or is hereafter rightfully disclosed to the CONSULTANT 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; or (v) is disclosed according to law or court order.

The CONSULTANT 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 CONSULTANT 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.

CONSULTANT 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 CONSULTANT shall indemnify, defend, and hold harmless the CITY, and its officers, officials, agents and employees from any and all claims, demands, costs or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subconsultants in the performance of services under this Agreement. CONSULTANT's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. CONSULTANT's indemnification obligations shall not be limited by the insurance provisions of this Agreement. The CITY AND CONSULTANT expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

WORKERS' COMPENSATION. The CONSULTANT 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/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 CONSULTANT under this Agreement.

15. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its subconsultants, 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT 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.

16. **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 reasonable costs and expenses of suit, including reasonable 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.

17. **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 mutual negotiation between the principles, and failing that through nonbinding mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA"). The costs of mediation shall be borne equally by the parties.

18. **TERMINATION.** A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 30-day's written notice to the CONSULTANT. During said 30-day period the CONSULTANT shall perform all services in accordance with this Agreement. The Consultant may terminate this agreement upon thirty (30) days prior notice in the event of a continuing and material breach by the CITY of its obligations under this Agreement including but not limited to payment of invoices.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement that is not cured to the CITY's satisfaction within a ten (10) day prior cure period, or material misrepresentation by the CONSULTANT 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 CONSULTANT 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 CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT 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 CONSULTANT'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 CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

19. **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 CONSULTANT: Margot Yapp, PE
NCE
17050 Bushard Street, Suite 200
Fountain Valley, CA 92709

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.

20. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS**. During the term of this Agreement, the CONSULTANT 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 CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the Lemon Grove Conflict of Interest Code. The CONSULTANT 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 CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT 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 CONSULTANT 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 CONSULTANT shall:

1. Go to www.fppc.ca.gov
2. Download the Form 700: Statement of Economic Interests
3. Completely fill out the form
4. Submit the form to the Public Works Department with the signed contracts.

The CONSULTANT 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 CONSULTANT.

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF LEMON GROVE

CONSULTANT

*(Corporation – signatures of two corp. officers)
(Partnership – one signature)
(Sole proprietorship – one signature)*

By: _____

Lydia Romero

City Manager

(Title)

(Date)

By: _____

(Name 1)

(Title)

(Date)

(Name 2)

(Title)

(Date)

APPROVED AS TO FORM:

By: _____

Kristen Steinke

City Attorney

(Title)

(Date)

By: _____

(Name)

(Title)

(Date)

Exhibit B – Subcontractor's List

SUBCONTRACTOR'S LIST

The General Contractor submitting a proposal will hereinafter state the subcontractor who will be the subcontractor on the job for each particular trade or subdivision of the work. If a General Contractor fails to specify a subcontractor, or if he specifies more than one subcontractor for the same portion of work to be performed under the Agreement, he agrees that he is fully qualified to perform that portion himself and that he shall perform that portion himself.

| DIVISION OF WORK OR TRADE | NAME OF FIRM OR CONTRACTOR | LOCATION (City) |
|---------------------------|----------------------------|-----------------|
| Semi-Automated Survey | marker geospatial, LLC | Monument, CO |
| Traffic Analysis | LIN Consulting Inc | Tustin, CA |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Dated: _____

By: _____
Signature of Contractor

Printed Name and Title

ATTACHMENT B

SCOPE OF WORK PER RFP



City of Lemon Grove
Public Works Department
3232 Main Street
Lemon Grove, CA 91945



Request for Proposals No. 2022-01
For
Pavement Management Program Update
Submittal Deadline:

5:00 p.m. on September 1, 2022

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I. INTRODUCTION

The City of Lemon Grove, hereinafter referred to as the “City”, is requesting proposals (RFP) from qualified consulting firms, hereinafter, referred to as “Proposers” to provide an update to the City’s Pavement Management Program.

II. CITY PROFILE

The City is a general law city of 3.88 square miles, located in easterly portion of San Diego County bordered to the west and south by the City of San Diego, to the north by the City of La Mesa, and to the east by the unincorporated portion of County of San Diego. The City maintains approximately 67 miles of roads with a combination of internal maintenance activities and contracted capital repair projects.

III. PROJECT DESCRIPTION

The project consists of reviewing all public roadways within the City, evaluating and updating the City’s existing Pavement Management Program (PMP), update the existing software used to manage the PMP, provide a capital improvement program (CIP), and CIP budget for the next five years.

The City is seeking to update its database with a field survey from a mechanical and/or visual inspection of each pavement section’s surface distress information. Lastly, a training manual (or procedural manual) will be created to accurately detail how to perform and update key functions of the software program.

IV. PROJECT BACKGROUND

Currently, the City uses Street Saver to manage its PMP. The City is seeking to update the information in the existing software. The City is open to using other PMP software programs. However, the proposal should clearly define the benefits of that platform versus Street Saver and include a cost to make the transition with all historical data being transferred to the new software system. All geographic data produced from the PMP update shall be compatible with the City’s Geographic Information System (GIS). The City’s GIS utilizes ESRI ARC GIS as its GIS platform. All data shall ultimately be stored within a Geodatabase format and projected in NAD 1983 State Plan California Zone VI. In addition, the PMP update shall utilize the City-maintained GIS centerline layer as its base (which will be provided by the City).

V. GENERAL SCOPE OF SERVICES

The City is requesting proposals from qualified consulting firms to provide an update to the City’s PMP. The project consists of reviewing all public roadways within the City,

City of Lemon Grove

Request for Proposals No. 2022-01

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evaluating and updating/upgrading the City's existing PMP software, and providing CIP planning document for a five-year capital budget. The consultant shall:

1. Meet with City staff to discuss project details and expectations.
2. Plan to meet with staff at least three (3) times during the project which includes one City Council presentation of the final report.
3. Evaluate the present Street Saver software. Specific attention should be paid to the priority allocation established between arterial, collector and residential streets.
4. Update the base map and identify all streets, as noted under Section IV. PROJECT BACKGROUND listed above.
5. Resurvey all streets by using a distance meter or other accurate measuring device and check segment limits of each street.
6. Review the City's existing Street Saver files and review the prior PMP update completed in 2018.
7. Conduct traffic volumes counts on a Class III and above collector streets. Up to 50 count stations shall be included, counts shall be conducted for a minimum of 48 consecutive hours on a weekday, while school is in session.
8. Obtain/incorporate the following data into the update:
 - i. Incorporate the past traffic counts and compare with newly acquired data. Highlight and trends or shifting traffic patterns.
 - ii. Relationship of improvement strategies to cost benefit analysis.
 - iii. Condition of the street surfaces.
 - iv. Incorporate pavement rehabilitation and slurry seal projects completed since the last PMP update.
 - v. Incorporate street improvement projects completed since the last PMP update.

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- vi. Incorporate new street segments completed and accepted into the City's right of way since the last update.
 - vii. Analyze, interpret and use existing electronic data in the City database.
9. Conduct and document condition survey with team for the initial street condition survey (City staff may be present for this).
 10. Develop unit cost and pavement life data for improvement options from maintenance (e.g. dig outs, slurries) to AC grind and overlay (up to 2" in depth) and if applicable full depth reconstruction.
 11. Utilizing the database and reporting formats developed previously, prepare a report summarizing the condition of the pavement for each street segment and the calculated pavement condition index (PCI) rating.
 12. Develop a list of streets according to the recommended improvement calculated for each street segment.
 13. Prepare a report establishing a prioritized list of projects with recommended improvement based on cost-benefit formulas. Based on unit cost data and the estimated benefits derived from the road users, a cost-benefit analysis shall be performed for each alternative improvement strategy. The result of this analysis will allow the City to select those improvements which will have the largest return on investment. The results of this analysis will be documented in a priority report which will allow the City to quantify and rank the improvements impact to road users.
 14. Update the existing database with the improved and new street segments and assign a PCI rating for each street segment.
 15. Prepare a five-year project list for crack sealing, dig outs, slurry, overlay, fabric material, milling/paving, and complete reconstruction of street projects to be included in the CIP for review and approval. The five-year project list shall divide the City into logical pavement management areas that shall also consider the City's quadrant maintenance system (City provided).
 16. Prepare a pavement management report that documents the entire project. The report as a minimum will include the following:
 - i. Introduction.

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- ii. Executive summary.
- iii. Current pavement network replacement value by classification.
- iv. Results of budget needs and scenario analysis.
- v. System methodology.
- vi. Condition distribution by classification and surface type.
- vii. PCI report (in order by index and by name) that includes a comparison of 2018 PCI with current conditions versus the updated 2022 PCI.
- viii. Projected work programs.
- ix. Historical maintenance activity.
- x. Street Saver or other software program settings.

17. Procure and provide the City with the latest version of Street Saver. If another leading program in the industry is recommended the vendor must register it in the City's name for at least one year and guarantee that all historical information in Street Saver will be successfully transferred into the new program.

VI. PROPONENT INFORMATION

1. RFP Proposal/Project Timeline – The following is the City's tentative timeline for the selection of a Proponent.

| | |
|---|--------------------------|
| RFP Proponents Electronically Notified | August 4, 2022 |
| Deadline for Submitting Questions | August 25, 2022 |
| Deadline for Submitting Proposals | September 1, 2022 |
| Panel Review of Proposals (Tentative) | September 5-8, 2022 |
| Interview Qualifying Firms (If Necessary) | September 22, 2022 |
| Council Approval and Award (Tentative) | October 4, 2022 |
| Begin Services (Tentative) | October 17, 2022 |

Once the work begins, the City anticipates the following timeline.

| | |
|---------------------------------|----------------------|
| Complete Report | February 9, 2023 |
| Internal Review of Final Report | February 13-16, 2023 |

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| | |
|---|-------------------|
| City Council Presentation (Tentative) | March 7, 2023 |
| City Staff Training Session (Tentative) | March 8 & 9, 2023 |
| Project Completion and Final Billing | March 31, 2023 |

2. Oral Interview – Those Proponents considered most qualified to provide the required services may be requested to participate in an oral interview at the City’s discretion. Applicants will be notified in writing of the time and place for the interview no later than September 8, 2022. It is expected that key members of the engagement team (owner, partner, manager, senior personnel, and project manager) will be present for the presentation/interview process. Failure to appear for the oral interview will be cause to disqualify the firm from further consideration.
3. Travel Expenses – The City shall not reimburse Proponent for any travel expenses incurred responding to this RFP or requirements outlined within this section. The City shall not reimburse awarded Proponent for travel related expenses; therefore, any such costs must be included in the rates set forth in the Fee Schedule.
4. Labor Compliance Requirements – Proponent must comply with all labor compliance requirements including but not limited to prevailing wage requirements and SB854. No contractor, subcontractor or consultant may be listed on or awarded an agreement public works projects unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code sections 1771.1(a), 1720, 1725.5 and Public Contract Code section 4104. This project, work, or service may be subject to compliance, monitoring and enforcement by the DIR. For more information, refer to: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

VII. INSTRUCTION FOR SUBMISSION OF PROPOSAL

1. Registering as a Vendor – Proponents must be registered as a vendor with the City to download the RFP document(s) and to submit a proposal. If not already registered, Proponents may “New Vendor Registration” via the City’s website: <https://www.planetbids.com/portal/portal.cfm?CompanyID=33470>
2. Document Format and Upload/Downloading – Documents must be uploaded in PDF format. It is the Proponent’s responsibility to ensure its proposal documents are properly uploaded in the City’s online bid management system. Proposals that are missing pages, cannot be opened, etc., may be considered as unresponsive. **Hard copies submitted to the City, in lieu of an electronic copy uploaded in the system, will not be accepted as a viable proposal.**

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It is the Proponents sole responsibility to contact the City's online bid management provider (PlanetBids at 1-818-992-1771) to resolve any technical issues, related to electronic bidding, including but not limited to, registering as a vendor, updating passwords, updating profiles, uploading/downloading documents, submitting an electronic proposal, etc.

3. Examination of the Content of the RFP – By submitting a proposal, the Proponent represents that it has thoroughly examined and become familiar with the contents of the RFP and that it is capable of performing quality work to achieve the City objectives. The submission of a signed proposal shall be considered an agreement to all the terms, conditions, and specifications provided in the RFP.

If the Proponent suggest alternatives or states exceptions to any term or condition in the agreement, or to any provision or recurrent of the RFP, **such alternative or exception shall be clearly stated and identified in the submitted proposal**. Otherwise, the successful Proponent will be expected to sign an agreement upon award. Any alternative proposed must satisfy all minimum qualifications specified in the RFP. The City expressly reserves the right, in its sole discretion, to (1) reject a proposal containing any exception or alternatives as non-conforming, or (2) accept any proposal alternative or exception and to award an agreement based there on if determined to be in the best interest of the City.

Any questions, interpretations, or clarifications about any portion of this RFP must be requested in writing by the deadline indicated in the RFP Proposal Timeline via the City's on-line bid management system, PlanetBids. All written questions will be answered in writing and conveyed to all proposers in writing via PlanetBids. Oral explanations or instructions will not bind the City.

Contained herein is a Sample Professional Services Agreement (Exhibit A) for the purpose of informing the proposer of the fixed, predetermined, standard agreement and insurance provisions with which they will be required to comply. These provisions are subject to revision by the City at any time prior to the signing of the agreement.

Upon signing of an agreement, the Consultant shall provide certificates (Exhibit A) evidencing that the required insurance is in effect.

4. Proposal Content

- i. *Executive Summary:* A 1-2 page summary that highlights the critical informational items from the PMP update. Specific attention should be paid to the current pavement index, budget needs, any significant observations, and the repair and maintenance options that the Consultant is recommending and why.
- ii. *Qualifications and Experience:*
 1. Proponent shall provide the number of years its firm has provided the services outlined in the RFP.
 2. Proponent shall provide the name of the principal or project manager in the firm who will have direct and continued responsibility for the project. This person will be the City staff contact on all matters dealing with the project and will handle the day-to-day activities through completion.
 3. Proponent shall provide a resume for all staff/employees assigned to the project (identified in this RFP) along with a clear indication of their responsibilities for this project.
 4. Proponent shall provide at least five (5) references that have 9999 years. Proponent shall provide the company name, contact name, email address, and phone number for each reference.
 5. Proponent shall identify those services that will be outsourced to a subcontractor (Exhibit B). The Proponent will be responsible for verifying the experience, qualifications and validity of all liens, permits, and copyrights for any outsourced work to subcontractors. The Proponent is also responsible for paying its employees and any subcontractors the Proponent hires.
 6. Proponent shall identify, obtain, and provide all licenses, permits, clearances, reports, and documents required to complete the project and perform the services within required timelines.
 7. Proponent shall provide copy of DIR contractor and subcontractor registrations pursuant to SB854 and Labor Code sections 1720, 172.5, and Public Contract Code section 4104 if applicable.

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8. Proponent shall provide an outline of its business safety record. Proponent will be required to comply with all existing Federal, State, and CAL OSHA laws and requirements.
9. Proponent shall provide a list of any litigation, including personal and property, involving the Proponent's firm in the last five (5) years.

iii. *Technical Approach and Timeline:*

1. Proponent shall provide a detailed written outline of their firms proposed approach and timeline to the project and the tasks the firm undertakes prior to and during the project to ensure its completion and success. It shall include a schedule showing all work tasks included in the scope of work, the estimated duration to complete each task, and estimated state/finish dates.

iv. *Price:*

1. A fee schedule shall be provided to calculate the total price for each service. Proponent shall provide its proposed fee schedule (pricing) for all scope of work. The fee schedule must be uploaded in PDF Format in the "cost file" in PlanetBids. If there are discrepancies between services, labor, product, materials, or fees the City reserves the right to clarify pricing with the affected Proponent.

- v. *Compliance:* Show information that complies with SB854 and Labor Code sections 1720, 1771.1(a), 172.5, and Public Contract Code section 4104 if applicable.

- vi. *Additional PMP Alternatives:* This section may be used by the Proponent to provide additional information, alternatives, or requirements not otherwise listed in the Proposal Content.

5. Proposal Submittal - In addition to the information requested in this section, each Proponent must upload to PlanetBid the following documents with its electronic proposal prior to the date and time of the submittal deadline:

- i. Subcontractor's List (Exhibit B)

- ii. Fee Schedule (**must be signed by an authorized official of the company uploaded in PDF format in the “cost file” in PlanetBids**).

The proposal must be signed by an official authorized to bind the firm and contain no more than thirty (30) pages (including the cover and section dividers). It is the responsibility of the Proponent to ensure the proposal is delivered on time. Any proposal received after the deadline will be disqualified and will not be considered. Proposals sent via facsimile will not be accepted. The proposal shall be valid for a minimum of ninety (90) days after the deadline.

6. Proposal Withdrawal - Proponent agrees that failure on its part to list all cost components related to the service will not be accepted by the City as an acceptable justification to re-quote the proposal. Proponent acknowledges that the original proposal and costs provided stand. However, Proponent has the option of withdrawing a proposal at any time until a final agreement is awarded. Any withdrawn proposals will not be considered for re-submittal.

VIII. SELECTION CRITERIA AND AGREEMENT AWARD

1. Selection Criteria – The City will establish a proposal selection panel whose members must have no conflict of interest with any Proponent. Individual panel members will review and evaluate the proposals and qualifications of all responsive Proponents. The selection panel may be comprised of City staff and/or other people with related expertise.

The selection panel will consider the following factors (and other reasonable, objective, and accountable factors) which are listed here without implication of priority:

- i. *Proper Formatting* – The Proponent included all items requested in the proposal (5% of total score).
- ii. *Responsiveness* – The Proponent’s ability to effectively meet the scope of services and all the requirements stipulated in the RFP (15% of total score).
- iii. *Qualifications and Experience*: The Proponent’s capability and qualifications to perform the Scope of Services and all the requirements stipulated in the RFP (35% of total score).

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- iv. *Technical Approach and Timeline*: The Proponent's method to effectively provide the scope of services and all the requirements stipulated in the RFP within a reasonable timeline. Innovative approaches that also incorporate subsurface analysis are encouraged (30% of total score).
 - v. *Price*: The Proponent's ability to cost effectively meet the scope of services and all the requirements stipulated in the RFP (10% of total score).
 - vi. *Compliance*: Must comply with SB854 and Labor Code sections 1720, 1771.1(a), 172.5, and Public Contract Code section 4104 if applicable (5% of total score).
2. Agreement Award – A final agreement will be awarded to the best qualified individual or firm with the most cost effective (competitively priced) proposal. Although price is of prime consideration, it is not the sole determining factor. The City reserves the right to select the appropriate firm based on the most qualified proposal.

The City reserves the right to accept or reject any or all responses and proposals received in response to this RFP, to waive minor irregularities, to negotiate with any qualified source, or cancel in whole or in part this RFP if it is in the best interest of the City to do so, and to take all proposals under advisement for a period of ninety (90) days. If an agreement cannot be negotiated the City reserves the right to negotiate with any other finalist.

Subsequent to agreement negotiations, prospective Proponents may be required to submit revisions to their proposal.

This RFP does not commit the City to award an agreement, to pay any cost incurred in preparation of a proposal, or to procure or contract for supplies or services.

The City reserves the right to select a Proponent to perform all the work identified in the RFP, or only selected portions based on price and other factors.

The City may, at its sole discretion, award the agreement in whole, or in part, to one or more Proponents.

No contractor, vendor or consultant may be awarded an agreement for Public Works projects unless registered with the DIR pursuant to Labor Code 1725.5.

All companies submitting a proposal should note that the execution of any agreement pursuant to this RFP is dependent upon the recommendation of the selection panel and may be subject to the approval of the City of Lemon Grove City Council.

IX. CONDITIONS & LEGAL REQUIREMENTS

Any evidence of agreement or collusion among Proponents, acting illegally to restrain freedom of competition by agreement to propose a fixed price, or otherwise, will render the proposal of such Proponents void.

The selected Proponent(s) agree to maintain a City of Lemon Grove business license for the duration of the agreement.

Selected Proponent is required to comply with all existing State and Federal labor and public works laws. Selected Proponent is also responsible for complying with all OSHA and any other applicable standards and requirements. If Proponent outsources any work or job to a subcontractor, it will be the Proponent's responsibility to ensure that all subcontractors meet the requirements as stated in this RFP and agreement award.

All submitted responses, proposals and information included therein shall become public record upon agreement award. Proposals are not to be marked as confidential or proprietary. Regardless of any identification otherwise, including marking some or all of the pages as "confidential" or "proprietary", information in proposals shall become part of the public record and subject to disclosure without further notice to the Proponent. The City shall not in any way be liable or responsible for the disclosure of any such records.

All addenda issued during the bidding period for forming a part of the documents issued for bidding shall be listed in the form of proposal and shall be made a part of the agreement.

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification or type of workman needed to execute this agreement from the Director of the DIR. Copies may be obtained from the CCA DIR internet website at <http://www.dir.ca.gov>. Contractor shall provide a copy of prevailing wage rates to any staff or sub-contractor hired, and shall pay the approved prevailing wage rates as a minimum. Contractor shall

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comply with the provisions of Sections 1720, 1725.5, 1771.1(a), 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, the sum of \$200 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this agreement, by him or by any subcontractor under him, in violation of the provisions of the agreement. This project, work, or service will be subject to compliance monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4.

Registration with the DIR is mandatory as a condition for bidding, providing certain services, and working on a public works project as specified in Labor Code Section 1771.1(a). Contractor and any subcontractors must be registered with the DIR to be qualified to bid, or provide a proposal and/or time and material quote or be listed in a bid, proposal or quote, subject to the requirements of Public Contract Code Section 4104; or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public works pursuant to Labor Code Section 1725.5 Contractor and subcontractors will be required to provide proof registration with the DIR. For more information regarding registration with the DIR, refer to <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

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CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 3.
Meeting Date: October 4, 2022
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Lydia Romero, City Manager
lromero@lemongrove.ca.gov
Item Title: Kunkel Park – Council Request

Recommended Action: City Council discussion on Kunkel Park usage for Pickleball.

Background and Discussion: At the request of Council Member Mendoza and Council Member Gastil, they would like to discuss converting the Kunkel Park half-court basketball area to accommodate both pickleball and half-court basketball usage. The newly created pickleball club will be responsible for the cost of converting the blacktop to pickleball courts with painted lines and furnish portable nets.

Environmental Review:

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

Fiscal Impact: None

Public Notification: None.

Staff Recommendation: City Council discussion on Kunkel Park conversion for Pickleball.