

City of Lemon Grove
City Council Regular Meeting Agenda
Tuesday, September 20, 2016, 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

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. Items that are pulled will be considered at the end of the agenda.)

A. Approval of Meeting Minutes

September 6, 2016 – Regular Meeting

Members present: Sessom, Gastil, Jones, Mendoza, and Vasquez

B. City of Lemon Grove Payment Demands

Reference: Gilbert Rojas, Interim Finance Director

Recommendation: Ratify Demands

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

Reference: Jim P. Lough, City Attorney

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

D. Award a Professional Services Agreement for Landscape Management Services to Aztec Landscaping, Incorporation

The City Council will consider a resolution awarding a professional services agreement for landscape management services to Aztec Landscaping, Incorporated.

Reference: Mike James, Assistant City Manager/Public Works Director

Recommendation: Adopt Resolution

E. Preparation and Submittal of the Urban Rivers Grant Application

The City Council will consider a resolution approving submittal of a grant application. The grant will provide funding to implement more reliable water supplies, the restoration of important species and habitat, and a more resilient and sustainably managed water infrastructure.

Reference: Mike James, Assistant City Manager/Public Works Director

Recommendation: Adopt Resolution

2. Short Term Concept for Connect Main Street Project from Broadway to Central Avenue and Professional Services Agreement with Michael Baker International for Construction Drawings of Short Term Concept

The City Council will consider a resolution for Concept for Connect Main Street Project from Broadway to Central Avenue and Professional Services Agreement with Michael Baker International for Construction Drawings of Short Term Concept.

Reference: David De Vries, Development Services Director

Recommendation: Adopt Resolution

3. Next Generation Regional Communications System Agreement, First Amendment

The City Council will consider a resolution approving the NextGen RCS Agreement, First Amendment, including the option to finance the system over the next 10 years. Lemon Grove's share of the NextGen RCS system is \$422,106; the cost to finance the system over a 10-year period is \$48,954 per year.

Reference: Lydia Romero, City Manager

Recommendation: Adopt Resolution

City Council Oral Comments and Reports on Meetings Attended at the Expense of the City.

(GC 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.)

Department Director Reports (Non-Action Items)

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 sgarcia@lemongrove.ca.gov prior to the meeting. A full agenda packet is available for public review at City Hall.

**MINUTES OF A MEETING OF
THE LEMON GROVE CITY COUNCIL**

September 6, 2016

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

Members present: Mayor Mary Sessom, Mayor Pro Tem George Gastil, Councilmember Jerry Jones, Councilmember Jennifer Mendoza, and Councilmember Racquel Vasquez.

Members absent: None.

City Staff present: Lydia Romero, City Manager, David DeVries, Development Services Director; Daryn Drum, Division Fire Chief; Mike James, Public Works Director; Lt. May, Sheriff's Department; Miranda Evans, Assistant Planner; and Laureen Ryan Ojeda, Administrative Analyst; Michael Wapner, City Attorney.

Changes to the Agenda

Presentations

Lydia Romero introduced Interim Fire Chief Greg McAlpine.

Mayor Sessom presented the September Disaster Preparedness Proclamation.

Public Comment

John L. Wood commented on vehicle speeding and a large semi-truck accessing Central Avenue, and flag illumination at the car dealership.

Karen Clayton commented the treatment of animals at pet stores and requested that the City Council adopt an ordinance banning pet stores that sell animals.

1. Consent Calendar

A. Approval of City Council Minutes

August 2, 2016 – Regular Meeting with August 10, 2016 Adjourned meeting

August 16, 2016 – Regular Meeting

B. Ratification of Payment Demands

C. Waive Full Text Reading of All Ordinances and Resolutions on the Agenda

D. Amend Fiscal Year 2016/17 Serious Traffic Offender Program (STOP) Budget

E. Stormwater Professional Services Agreement with D-MAX Engineering, Inc.

F. Addendum No. 2 with Nolte Vertical 5 for Construction Support Services on the Lemon Grove Avenue Realignment Project

G. Award a Contract to Weathermatic for the Irrigation Controller Replacement Project

Mike James noted that an amendment is need to the contract amount for item No. 1.F from \$572,277.00 to \$672,277.00.

Action: Motion by Councilmember Jones, seconded by Mayor Pro Tem Gastil, to approve the Consent Calendar passed, by the following vote:

Ayes: **Sessom, Gastil, Jones, Mendoza, Vasquez**

Resolution No. 2016-3458: Resolution of the City Council of the City of Lemon Grove, California Amending the City of Lemon Grove Budget for Fiscal Year 2016-17 and Authorizing Expenditures Thereto

Resolution No. 2016-3459: Resolution of the City Council of the City of Lemon Grove, California Approving an Agreement for Professional Services with D-Max Engineering, Inc. for Stormwater Services

Resolution No. 2016 – 3460: Resolution of the City Council of the City of Lemon Grove Approving Addendum No. 2 with Nolte Vertical 5 to Provide Construction Support Services on the Lemon Grove Avenue Realignment Project

Resolution No. 2016 – 3461: Resolution of the City Council of the City of Lemon Grove, California Awarding a Contract to Weathermatic for the Irrigation Controller Replacement Project

2. Public Hearing to Consider an Appeal AA1-600-0002 of the Development Services Director Determination Regarding the Denial of a Request to Install Nine Bedrooms (Room addition and Remodel) to an Existing Five Bedroom House and to Permit the Operation of a Boardinghouse Located at 2545 Crestline Drive in the Residential Low/Medium Zone

David De Vries explained that the purpose of this appeal is to determine whether or not a boardinghouse business, consisting of 14 bedrooms rented separated with meals provided on-site should be allowed within the Residential Low/Medium Zoning District and whether the proposed land use is compatible with the Low/Medium Density Residential Land Use Designation which is principally designated for single-family detached housing.

The process for land use decisions begins with the General Plan. The General Plan Land Use Designation for this property is Low/Medium Density Residential, which primarily allows for detached houses and accessory dwelling units, day cares, open space, public facilities, and home businesses which are compatible with the surrounding neighborhood.

The corresponding zones are established to prevent conflicting land uses from being located next to each other or within the vicinity, specifically: to promote, protect and preserve the public health, safety, peace, comfort and general welfare. The subject property is located in the Residential Low/Medium Zone which permits and conditionally permits single-family dwellings, accessory rental dwelling units, senior citizen housing, daycares, residential care facilities, parks, playgrounds, churches, schools, and public service and utility structures and facilities.

The Development Services Director determined the appellant's request is not compatible with the property's land use designation and zoning district. The surrounding land uses are almost entirely detached single-family dwellings consisting of five bedrooms or less. A 2,300 sq. ft. house with 14 bedrooms being rented individually is not compatible with the character of a single-family residential neighborhood.

Mr. De Vries noted that Heartland Fire and Rescue and the County Sheriff's Department have had numerous calls for service at this property within the last year (approximately 48 and 87 respectively). Staff has received complaints from neighbors about tenants at the subject property trespassing on the neighbors' properties and asking for help.

The property owner has a history of construction without permits, therefore creating safety concerns on-site. The land use has negatively affected the integrity of the neighborhood and the public health, safety, peace, comfort and general welfare.

The Municipal Code further defines a dwelling and boardinghouse as follows:

“Dwelling” means a building, or portion thereof, designed for or occupied exclusively for residential purposes, but not including hotels, motels, or boardinghouses.

“Boardinghouse” means a dwelling or part thereof (not residential care facilities), where lodging with or without meals is provided for compensation. The boardinghouse shall have no more than five guest rooms (without separate cooking facilities), nor accommodate more than ten persons total. Lodging shall be provided for a time period of more than thirty days.

Based on evidence provided by the applicant, research online, site inspections, and conversations with the appellant and site manager, the appellant intends to rent, and is currently renting the rooms individually with no supervised care with two meals a day provided to the tenants. The Director’s determination is that the proposed land use is most consistent with the definition of a boardinghouse because lodging is provided for compensation and meals are provided on-site. The proposed land use is not a residential care facility because 24-hour supervision is not provided on-site. The definition of dwelling exempts boardinghouses and therefore cannot be permitted in the zoning district the subject property is located in.

The Municipal Code is constructed as a restrictive code and it identifies only the uses that are allowed by right or by discretionary permit. Where the Municipal Code is silent or a particular use does not meet the functional and/or operational characteristics of an identified allowable use, that use is prohibited. Here, the appellant’s business of renting units to 14 separate residents in what was originally a five-bedroom single-family home is not listed as a permitted use.

Should the City Council find that the appellant’s use of the property is not compatible with the zoning district and that the site is being used as a boardinghouse, the City Council may uphold the decision of the Development Services Director, further denying the land use request and related building permit request. Should the City Council find that the appellant’s use of the property is compatible with the zoning district and that the site is not being used as a boardinghouse and is a single-family dwelling, per the appellants’ request, then the City Council may reverse the decision of the Development Services Director and approve the land use and related building permit request.

If the City Council denies the appeal and upholds the Director’s denial of the permit application, then the property would be required to be vacated and permits to demolish the unpermitted room additions and garage conversion would be required. Outstanding code enforcement fees with late payment and interest penalties would be required to be paid. The appellant will be allowed 90 days from the date of denial to vacate the subject property and correct the unpermitted construction prior to further code enforcement action commencing.

If the City Council upholds the appeal and reverses the Director’s denial, then the appellant bears the burden of proof to provide appropriate evidence to overturn the Director’s determination. The building permit request for an additional nine bedrooms would be allowed to be permitted based on a determination by the City Council that the appellant’s building permit request maintains the property as a single-family dwelling (as requested by the appellant) and the operation of rooms rented separately with meals provided on-site would be allowed to continue with a finding that the proposed use does not impact the public health, safety, peace, comfort and general welfare. Outstanding code enforcement fees with late payment and interest penalties would be required to be paid. The appellant will be allowed 90 days from the date of approval to obtain final building permits for the nine bedroom addition on the subject property prior to further code enforcement action commencing.

In addition, there could be further enforcement based on Building and Fire Code violations resulting from the unpermitted construction. The facility has inadequate fire suppression systems, which is a serious public safety concern.

Mayor Sessom opened the public hearing.

Tim Hutchinson, the appellant - City Redevelopment and Jason Turner, attorney for City Redevelopment, spoke in favor the project and were available to answer questions.

Public Speaker(s)

Brenda Hammond commented about the project.

The following citizens spoke in favor of the project:

Vince Ramos
Andrea Reyes
Risa Demetrio
Alice Bushotz
John Mclyer

The following citizens spoke in opposition to the project:

Fernando Mendez
Clara Harris
Nancy Henry
Adrianne Gonzalez
Dawn Herdon
David Mendez
Pierina Bellachio
James Floyd
Melanie Lucero
Matt Canery
Ricardo Tynan
Obdulia Galvan
Charles Hensley
Vicky Patton
Jose Rocha
Arlene James
Denise Jeschke
Sandra Goheen
Penny Martinez

Action: Motion by Mayor Sessom, seconded by Councilmember Jones, to close the public hearing and adopt the resolution upholding the decision of the Development Services Director denying the request to install nine bedrooms to an existing five bedroom house and to permit the operation of a boardinghouse passed, by the following vote:

Ayes: Sessom, Gastil, Jones, Mendoza, Vasquez

3. Guidelines for Community input to City Council

Mayor Sessom brought up a discussion for guidelines for City Council members when there are Advisory Committees and other committees that City Council is sponsoring; do we need a policy about whether Council Members should be present and if so how many, or does City Council even need a policy.

Councilmember Vasquez left the meeting at 8:15 p.m. and returned at 8:30 p.m.

After discussion, the City Council does not want a formal policy regarding attending City sponsored community meetings. On a case by case basis the City Manager will work with the City Council on which City sponsored meetings city council attendance is warranted.

Public Speaker(s)

There were no requests from the public to speak.

City Council Oral Comments and Reports on Meetings Attended at the Expense of the City. (GC 53232.3 (d))

Councilmember Jones attended a finance committee meeting for Metro Wastewater, a Metro TAC Meeting, SANDAG transportation, and East County Chamber of Commerce Legislative meetings.

Councilmember Mendoza attended the Downtown Village Specific Plan community meeting.

Mayor Pro Tem Gastil attended an East County Economic Development Council meeting, San Diego Taxpayers Association Pension Workshop, wanted to note that the Mexican Consulate at the Lemon Grove Library with a mobile Consulate, Black American Political Association of America Breakfast, Pop-up for the Downtown Village Specific Plan, and the Hug a Cop Event,

Councilmember Vasquez attended Heartland Communications Facility Authority and Downtown Village Specific Plan community meeting.

Mayor Sessom attended an Airport Authority meeting and congratulated Management Analyst, Malik Tamini, for how he handled an upset resident at a meeting the mayor attended on storm water issues.

City Manager and Department Director Reports

David De Vries commented on boarding houses and conditional use permits in Lemon Grove and on the DV workshop.

Mike James reported that North Avenue is closed and the groundbreaking for the realignment project will be on September 8th at 1:00 p.m.

Closed Session

Conference with Legal Counsel – Existing Litigation (§ 54956.9)

Case No: 37-2016-00011529-cu-bc-ctl Meek-Barrios, LLC v Adams-Garbiras Developers, LLC

Conference with Legal Counsel - Initiation of litigation pursuant to paragraph (4) of Subdivision (d) of Section 54956.9:

One Case

Closed Session Report: No reportable action was taken.

Adjournment

There being no further business to come before the City Council, Housing Authority, Sanitation District Board, Lemon Grove Roadway Lighting District Board, and the Lemon Grove Successor Agency the meeting was adjourned at 8:50 p.m.

Susan Garcia

Susan Garcia, City Clerk

City of Lemon Grove Demands Summary

Approved as Submitted:

Gilbert Rojas, Interim Finance Director

For Council Meeting: 09/20/16

ACH/AP Checks 08/26/16-09/12/16

1,015,225.45

Payroll - 08/30/16

142,929.59

Total Demands

1,158,155.04

Check No	Vendor No	Vendor Name	Check Date	Vendor Name	Check Amount	
CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
ACH	Refill 8/25/16	Pitney Bowes Global Financial Services LLC	08/26/2016	Postage Usage 8/25/16	250.00	250.00
ACH	46492447	WEX Wright Express Fleet Services	08/30/2016	Fuel - Fire Dept - Jul'16	839.87	839.87
ACH	Jul20-Aug16	California Public Empl Retirement System	09/01/2016	Pers Retirement 7/20/16-8/16/16	65,849.02	65,849.02
ACH	1000173606	City of San Diego	09/01/2016	Metro Sewer System FY17 - 1st Qtr 7/1/16-9/30/16	632,300.00	632,300.00
ACH	Aug30 16	Employment Development Department	09/01/2016	State Taxes 8/30/16	9,334.91	9,334.91
ACH	Aug16	Power Pay Biz	09/01/2016	Online Credit Card Processing - Aug'16	211.74	211.74
ACH	Aug16	Dharma Merchant Services	09/02/2016	Merchant Fees - Aug'16	282.27	282.27
ACH	Aug16	Authorize.Net	09/02/2016	Merchant Fees In-Store & Online- Aug'16	51.55	51.55
ACH	Sep16	Pers Health	09/02/2016	Pers Health Insurance - Sep 16	54,388.77	54,388.77
ACH	Aug30 16	US Treasury	09/06/2016	Federal Taxes 8/30/16	36,605.65	36,605.65
ACH	14810937	California Public Empl Retirement System	09/06/2016	GASB 68 Reporting Services Fee	3,250.00	3,250.00
ACH	Aug17-Aug30	Calpers Supplemental Income 457 Plan	09/07/2016	457 Plan 8/17/16-8/30/16	6,154.39	6,154.39
ACH	4154920380 3568860625	SDG&E	09/07/2016	Electric Usage: St Light 7/31/16-8/31/16 Electric Usage: St Light 7/31/16-8/31/16	2,692.06 1,179.85	3,871.91
ACH	Aug16	Colonial Life	09/07/2016	Optional Insurance - Aug'16	793.78	793.78
ACH	Aug18 16 Sep1 16	Southern CA Firefighters Benefit Trust	09/08/2016	LG Firefighters Benefit Trust 8/18/16 LG Firefighters Benefit Trust 9/1/16	876.85 876.85	1,753.70
ACH	Oct16	Aflac	09/08/2016	Aflac Insurance - Oct'16	743.86	743.86
ACH	Aug18 16	Cox Communications	09/08/2016	City Hall Fax 8/18/16-9/17/16	6.39	6.39
ACH	Refill 9/8/16	Pitney Bowes Global Financial Services LLC	09/12/2016	Postage Usage 9/8/16	250.00	250.00
ACH	Aug16	Wells Fargo Bank	09/12/2016	Bank Service Charge - Aug'16	801.19	801.19
6310	C1515	A-Pot Rentals	08/31/2016	Portable Restroom Rental 8/9/16-9/8/16	132.20	132.20
6311	92916	Ambulance Association of SDC (AASDC)	08/31/2016	EMS Leadership Training Seminar- Drum 9/29/16	25.00	25.00
6312	1936419	American Fence Company Inc.	08/31/2016	North & Olive Temp Fence Rental 8/17/16 - 9/16/16	113.40	113.40
6313	12044	Azteca Systems Inc	08/31/2016	Cityworks Update and Support - 9/25/16-9/24/17	15,000.00	15,000.00
6314	16384079	Canon Financial Services Inc.	08/31/2016	Canon Copier Contract Charge 9/1/16	642.60	642.60
6315	Chavez	Chavez, Sandra	08/31/2016	Refund/Chavez,Sandra/Gazebo Rental 9/3/16	100.00	100.00
6316	CC of LG	Christian Church of Lemon Grove	08/31/2016	Refund/Christian Church/Banners	20.00	20.00
6317	ACSERV-8/17 ACSERV-8/17	City of Chula Vista	08/31/2016	After Hours Calls- Jul'16 Mileage & Fuel for Animal Control Veh - Jul'16	1,725.93 781.04	2,506.97
6318	18668	City of La Mesa	08/31/2016	Qtr4- JPA Reconciliation- Apr-Jun 2016	48,242.00	48,242.00
6319	00002925 00003086 00003101 00003118	Clark Telecom & Electric Inc.	08/31/2016	Street Light Maintenance- Apr'16 Traffic Signal Dig Alert Mark Outs- Jun'16 Monthly PM Repairs - Jun'16 Palm & Skyline Conduit and Wire Cut - 5/31/16-6/2/16	137.33 525.00 641.68 9,264.80	10,568.81
6320	8/19/2016	Cox Communications	08/31/2016	Phone/PW Yard/2873 Skyline- 8/19/16-9/18/16	211.78	211.78
6321	0716028910	Dexter Wilson Engineering, Inc	08/31/2016	Sanitary Sewer Master Plan - Jul'16	2,877.50	2,877.50
6322	30500	Dokken Engineering	08/31/2016	Sewer Main Rehab Proj - Jun1, 2016 to Jun30, 2016	477.10	477.10
6323	8/22-25/16	Esgil Corporation	08/31/2016	75% Building Fees- 8/22/16-8/25/16	3,199.57	3,199.57
6324	Reimb-8/31/16	Garcia, Susan	08/31/2016	Mileage Reimbursement - Garcia 8/4/16-8/18/16	74.36	74.36

6325	0025977-IN	Hinderliter De Llamas & Associates	08/31/2016	Sales Tax Audit Services - Qtr1 2016	1,593.63	1,593.63
6326	9209	Infrastructure Engineering Corporation	08/31/2016	Prof Svc: LGA Realignment- 7/1/16-7/29/16	2,610.00	2,610.00
6327	129	Janazz, LLC SD	08/31/2016	Computer Maintenance - Aug16	2,961.89	2,961.89
6328	6722911	LEAF	08/31/2016	Ricoh C3502 Copier Contract Charge- PW Yard - Aug'16	176.97	176.97
6329	07-2163 07-2136 07-2137 07-2138	Lemon Grove School District	08/31/2016	Fuel Services-PW: Jun'16 Water Usage - Softball Field 11/1/15-12/31/15 Water Usage - Softball Field 1/1/16-2/29/16 Water Usage - Softball Field 3/1/16-4/30/16	2,218.14 344.52 820.53 916.92	4,300.11
6330	15525	Merz Construction Inc	08/31/2016	Receptacles Replacement- Main Trolley 5/12/16	210.00	210.00
6331	200567 200568 200569	Ninyo & Moore	08/31/2016	Inspection Services- 100 Celsius - thru 7/29/16 Inspection Services- Grove Loft Apts - thru 7/29/16 Inspection Services - Hilltop Condo Proj- thru 7/29/16	883.50 341.00 341.00	1,565.50
6332	Ogden	Ogden, Evora	08/31/2016	Refund/Ogden,Evora/Deposit-LBH 8/20/16	600.00	600.00
6333	16-1042	Pacific HVAC Service	08/31/2016	AC Repair - Sheriff Work Out Rm 8/22/16	555.11	555.11
6334	Sep 2016	PLIC- SBD Grand Island	08/31/2016	Dental Insurance - Sep16	3,999.65	3,999.65
6335	81716	Pro Drain & Plumbing Service Inc.	08/31/2016	Ceiling Leak Repair at City Hall- 8/17/16	110.00	110.00
6336	121234 121235	PSOMAS	08/31/2016	Lighting District Annual Administration FY 2016-2017 Sanitation District Annual Administration FY 2016-2017	5,154.16 13,777.04	18,931.20
6337	2016-301	Quality Code Publishing LLC	08/31/2016	Internet Website Updating- LG Municipal Code	1,395.14	1,395.14
6338	357190-1	RJ Safety Co Inc.	08/31/2016	20 Powder Free Nitrile Protective Gloves	240.84	240.84
6339	184384 184385	SD East County Chamber of Commerce	08/31/2016	Tuition - Leadership 2016-2017 - Hayward Tuition - Leadership 2016-2017 - Wilson	850.00 850.00	1,700.00
6340	0283216	SCS Engineers	08/31/2016	Monitoring Well Installation & Sampling-Main St Prop - Jul'16	153.00	153.00
6341	8/22/2016 8/23/2016 7/21/2016	SDG&E	08/31/2016	3225 Olive- 7/20/16-8/18/16 3500 1/2 Main- 7/20/16-8/18/16 Gas & Electric 6/21/16-7/21/16	181.54 99.34 19,831.96	20,112.84
6342	Sep2016	Standard Insurance Company	08/31/2016	Long Term Disability Insurance - Sep16	1,749.91	1,749.91
6343	00044688 00044972 00044981	The East County Californian	08/31/2016	Notice of Measure to be Voted On Notice of Public Hearing 8/25/16 Bid Notice- Sewer Capital Improvements Proj 8/25/16	164.50 126.00 203.00	493.50
6344	SD038201608	The Epoch Times in San Diego	08/31/2016	Election Notice 8/26/16	120.00	120.00
6345	4813-16	The Filipino Press	08/31/2016	Election Notice in Tagalog 8/20/16	150.00	150.00
6346	0813-2 0876-9	The Sherwin-Williams Co	08/31/2016	10 5- Gallon Red Curb Paint 10 5- Gallon Red Curb Paint	297.11 297.11	594.22
6347	Valdez	Valdez, Riahannon	08/31/2016	Refund/Valdez,R/Gazebo Rental 10-1/16	100.00	100.00
6348	0127224-IN	Vavrinek, Trine, Day & Co , LLP	08/31/2016	Grant Accounting Services - Jul'16	1,040.00	1,040.00
6349	9770267651 9770268278 9770267653	Verizon Wireless	08/31/2016	City Phone Charges- 7/13/16-8/12/16 Mobile Broadband Access- 7/13/16-8/12/16 PW Tablets- 7/13/16-8/12/16	407.75 76.02 178.76	662.53
6350	5419 5420 5421 5422 5423	Aguirre & Associates	09/07/2016	8150 Ildica - Map Review - Aug'16 Valencia Survey Services - Aug'16 Vernon Ranch Survey Services - Aug'16 2135 Washington Map Review - Aug'16 8321 Mt Vernon Map Review - Aug'16	287.50 690.00 460.00 230.00 115.00	1,782.50
6351	509335	Alliant Insurance Services, Inc.	09/07/2016	Pee Wee Sports Program Insurance 1/1/16-1/1/17	489.00	489.00
6352	55716	Anthem Blue Cross EAP	09/07/2016	Employee Assistance Program - Sep16	165.00	165.00
6353	8/22/16 8511603 8505548	AT&T	09/07/2016	Backup City Hall Internet-7/23/16-8/22/16 Fire Telephone - 7/13/16 - 8/12/16 Fire Backup Phone Line- 7/22/16-8/21/16	130.00 288.80 39.07	457.87
6354	5656308383 5656343112	AutoZone, Inc.	09/07/2016	Electronic Grease Cleaner Long Life Mini Bulbs	18.41 10.97	29.38
6355	1325	Blue Dolphin Art Glass	09/07/2016	Leaded Glass Repair - Lee House	522.88	522.88
6356	1135246/5433	Boot World Inc	09/07/2016	Work Boots - PW Crew	2,902.44	2,902.44

[illegible]

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 1.D
Mtg. Date September 20, 2016
Dept. Public Works

Item Title: **Award a Professional Services Agreement for Landscape Management Services to Aztec Landscaping, Incorporated**

Staff Contact: Mike James, Assistant City Manager / Public Works Director

Recommendation:

Adopt a resolution (**Attachment B**) awarding a professional services agreement for landscape management services with Aztec Landscaping, Incorporated.

Item Summary:

On July 14, 2016, staff advertised a request for proposals for landscape management services. On August 18, 2016, two proposals were received. After reviewing the responses and inspecting the onsite field operations yard, staff determined that the most suitable contractor to perform said services is Aztec Landscaping, Incorporated.

The staff report (**Attachment A**) provides greater details about the City's current service model, the results of the RFP and its impact to the City's landscape maintenance services, and staff's recommendation.

Fiscal Impact:

If the agreement with Aztec Landscaping, Incorporated is approved, staff requests a \$1,000 increase to the Public Works / Grounds Division / Contract Services line item budget to \$116,000 in Fiscal year 2016-2017.

Environmental Review:

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

Public Information:

- | | | |
|--|---|---|
| ☒ None | ☐ Newsletter article | ☐ Notice to property owners within 300 ft. |
| ☐ Notice published in local newspaper | ☐ Neighborhood meeting | |

Attachments:

- A. Staff Report
- B. Resolution

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 1.D

Mtg. Date September 20, 2016

Item Title: **Professional Services Agreement for Landscape Management Services**

Staff Contact: Mike James, Assistant City Manager / Public Works Director

Background:

On January 17, 2012, the City Council awarded an agreement to TruGreen Landcare (now called Landcare) to maintain all parks, medians, right-of-ways areas, and facility landscaping totaling approximately 35 acres. During Fiscal Year 2016-2017, the total agreement with Landcare equals \$113,748. After almost five years, that agreement will expire. In anticipation of the expiration of the agreement staff issued a request for proposals (RFP) for landscape management services.

Discussion:

On July 14, 2016, the City advertised a RFP for landscape management services. The RFP was placed on the eBidboard and made available to all prior respondents to the RFP advertised in 2012. The RFP sought proposals for professional landscape (and horticultural) management services.

Throughout the City, there are approximately 35 acres of City maintained landscaping that includes City facilities, medians, right-of-way areas and parks. The RFP separated the service areas into two areas: Area #1: City Parks and Facilities and Area #2: Right-of-way and medians. Each area may be awarded to one company or two separate companies, depending upon the evaluation process and recommendation. Splitting the City into two service areas gives the City Council flexibility in developing contracts that best serve the City.

The selected contractor will be expected to develop and implement a comprehensive landscape maintenance plan. The initial term of the agreement would begin on October 1, 2016 and last through June 30, 2021. The following points were highlighted in the RFP:

1. Develop and provide for the City's approval a long term landscape maintenance plan which includes recommendations, strategies, costs, maintenance and renovation schedules, irrigation management approach, and any other element necessary for the execution of full services landscape and horticultural management services to maintain all City landscaping in a manner consistent with the City's standards.
2. Pay all costs related to the proposed activities, with exception to the cost of irrigation supplies/materials, trash bags, dog waste bags which will be supplies by the City.
3. Provide recurring and preventative maintenance of fields, turf, irrigation system, playgrounds, sidewalk, picnic shelters, parking lots, trees, and skate park.
4. Own (or have readily available) all equipment and tools necessary for the implementation of the management plan.
5. Conduct annual and preventive inspections of City playground equipment with personnel that are certified by the State of California.

Attachment A

On August 18, 2016, two proposals were received. The names and locations of each company are listed below.

Company Name	Location
Aztec Landscaping, Inc. (Aztec)	Lemon Grove, California
Landcare	San Diego, California

Staff completed an evaluation process that included a review of the following four criteria:

1. *Project Experience (30%)*: The firm's qualifications and areas of expertise. Experience with and successful completion of similar projects. Feedback from clients of other successfully completed projects of a similar nature.
2. *Methodology (25%)*: Understanding and developing an approach to best meet the City's Landscape and Horticultural management needs, including proposed methods, schedule, and the demonstrated ability the meet the City's standards.
3. *Project Management Staff (20%)*: Experience and professional qualification of staff.
4. *Cost of Services (25%)*: The lowest proposed cost is a significant factor, but is not the sole criterion for recommending contract award. Cost proposals will be evaluated, at the City's discretion, whichever is in the best interest of the City and affordable by the Budget. Irrespective of cost, proposals will be rejected if they do not meet the City's needs.

During the evaluation process both companies provided similar qualifications and an approach that would meet the City's landscaping needs. Aztec presented a management team and field teams that had a competitive advantage when compared to Landcare. The final criteria cost of services, was a primary factor in the evaluation process. When comparing the cost of service results for both Area #1 and Area #2 between the two companies, Aztec provided the lowest bid cost and therefore was awarded the full point allocation. In conclusion, Aztec is the most suitable company to provide said services. Key points identified in the proposal by Aztec included:

Benefits	Drawbacks
○ Based in Lemon Grove ○ In business since 1971 ○ Owns and maintains all equipment ○ Security and background process in place ○ Created quadrant maintenance calendar ○ Experienced, professional staff ○ Has irrigation and water reuse specialists ○ Provides other services ancillary	○ Historical success is no guarantee ○ Contract services may initially require additional contract oversight

Staff verbally confirmed positive reference feedback with the following references City of Coronado, City of Del Mar, City of San Diego – Otay International, and City of Vista listed in the proposal that Aztec performed excellent work, was responsive to requests for services, and each entity would work with Aztec again if the company were awarded another landscaping agreement.

On September 7, 2016, the evaluation committee conducted a site visit that included a physical inspection of its main office, equipment, and garage. The site visit yielded a positive response from the selection committee.

Attachment A

Professional Services Agreement

Staff drafted a professional services agreement for consideration by the City Council. Key components of the agreement include:

- Monthly contract cost for Area 1 equals \$7,099.00 and Area 2 equals \$2,530.00.
- Aztec will provide all landscape management services throughout the City.
- The initial term of the agreement will last until June 30, 2017; the City may, at its sole discretion, extend the agreement for four additional one-year terms, no to exceed June 30, 2021.
- Liquidated damages for deficient work may be applied at \$250 per instance per work day. Examples include performance deficiency, inadequate equipment, public safety, irrigation deficiencies, improper horticultural practices, or delayed response to City's page.
- The City may terminate the agreement, with or without cause, at any time by giving 30-day written notice of termination to the Contractor.

Transition Period

Staff requests that the City Council authorize one additional month of landscaping management services to Landcare during October 2016. Adding one month will allow Aztec to formalize its service schedule to begin on November 1, 2016, allow a field orientation and transfer of information between Landcare and Aztec, and a 30-day written contract termination notice to Landcare.

Conclusion:

Staff recommends that the City Council adopts a resolution (**Attachment B**) awarding a professional services agreement for landscape management services to Aztec Landscaping, Incorporated.

Attachment B

RESOLUTION NO. 2016 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR LANDSCAPE MANAGEMENT SERVICES TO AZTEC LANDSCAPING, INCORPORATED

WHEREAS, the City determined the need to advertise a request for proposals for landscape management services; and

WHEREAS, on August 18, 2016 two proposals were received; and

WHEREAS, Aztec Landscaping, Incorporated was determined to be the best qualified contractor to provide said services; and

WHEREAS, the term of the agreement will begin on November 1, 2016 and end on June 30, 2017; and

WHEREAS, both parties may agree to extend the term by five one-year extension periods, not to exceed June 30, 2022; and

WHEREAS, the base agreement amount for Area 1 equals \$7,099.00 and Area 2 equals \$2,530.00 per month; and

WHEREAS, the City Council finds it in the public interest to award a professional services agreement for said services.

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

1. Approves the \$1,000 budget increase from \$115,000 to \$116,000 for Account No. 01-50-13-5470; and
2. Approves the professional services agreement (**Attachment B – Exhibit 1**); and
3. Authorizes the City Manager or her designee to execute and manage said agreement.

/////
/////

AGREEMENT

This Agreement for Professional Services ("Agreement") is made and entered into this ____ day of _____, 2016, by and between the City of Lemon Grove ("City"), a general law city organized and operating under the laws of the State of California and Aztec Landscaping, Inc., a [corporation] ("Consultant").

RECITALS

- A. City is a general law city and is in need of professional services for the following project:
LANDSCAPE MANAGEMENT SERVICES ("Project").
- B. Consultant is duly licensed and/or has the necessary qualifications to provide such services for the Project.
- C. The parties' desire by this Agreement to establish the terms for the City to retain Consultant to provide the services described herein.

AGREEMENT**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:****1. SERVICES**

Consultant shall provide the City with landscape management services as specified in the General and Technical Provisions for Area [#] attached hereto as Attachment 'A', and Scope of Services attached hereto as Attachment 'B' which are hereby made a part of this Agreement; provided, however, that the contents of this Agreement shall supercede any provision in Attachment 'B' that is inconsistent herewith.

2. COMPENSATION

- a. Subject to paragraphs 2(b) - (d) below, City shall pay for the services provided by Consultant in accordance with the Schedule of Charges set forth in Attachment 'B' attached hereto and hereby made a part of this Agreement; provided, however, that the contents of this Agreement shall supercede any provision in Attachment 'B' that is inconsistent herewith.
- b. In no event shall the total amount paid for services rendered by Consultant pursuant to this Agreement exceed the sum of \$115,548.00 for FY 2016-17.
- c. Each month Consultant shall furnish City with an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by categories, including labor, travel, materials, equipment, supplies, sub-consultant charges and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in paragraph 2(d). In the event any charges or expenses are disputed, the original invoice shall be returned by City to Consultant for correction and resubmission.
- d. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in the work performed by Consultant.

3. ADDITIONAL WORK

Consultant shall not be compensated for any services outside of the Scope of Services, except as provided in this paragraph. If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, a change in scope of the work shall be processed by the City in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both parties before performance of such services or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

If any work or materials are ordered under this section on a "cost-plus basis," Consultant shall provide the Assistant City Manager / Public Works Director or designee written reports showing the name and number of each worker employed thereon, the number of hours employed thereon, the character of work Consultant is doing, and the wages paid or to be paid, also showing the materials delivered and any other items that may enter into the cost, the quantity, and the character of each such material, from whom purchased and the net amount paid or to be paid therefore, and, such other information as directed. If required, Consultant shall produce any books, vouchers, other records, or memoranda that will assist the Assistant City Manager / Public Works Director or designee in determining the true, necessary cost of the work and materials to be paid for. Utilizing such cost-plus basis, Consultant shall be paid for all of its costs of performance (labor, materials, equipment, management and other services) plus a maximum of fifteen percent (15%) additional percentage for overhead and profit.

4. MAINTENANCE OF RECORDS

Books, documents, papers, accounting records, and other evidence pertaining to work done and costs incurred pursuant to this Agreement shall be maintained by Consultant and made available at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment under the Agreement for inspection by the City.

5. OWNERSHIP AND USE OF WORK

All documents and materials prepared pursuant to this Agreement shall be considered the property of City, and will be turned over to City upon demand, but in any event upon completion of the work. City reserves the right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement without the permission of Consultant. All materials shall be delivered in a reproducible form. As used herein, "documents and materials" include any original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files prepared or developed pursuant to this Agreement.

6. FINDINGS CONFIDENTIAL

Any reports, information, data or materials given to or prepared or assembled by Consultant under this Agreement shall not be made available to any individual or organization by Consultant without prior written approval of City.

7. CONFLICT OF INTEREST

Consultant hereby expressly covenants that no interest presently exists, nor shall any interest, direct or indirect, be acquired which would conflict in any manner with the performance of services pursuant to this Agreement.

8. TERM OF AGREEMENT AND TIME OF PERFORMANCE

Consultant shall perform its services hereunder in a prompt and timely manner, and in accordance with the Activity Schedule shown in Attachment 'B' attached hereto and made a part hereof. Work shall commence upon receipt of a written Notice to Proceed and/or Purchase Order from the City. The Notice to Proceed shall set forth the commencement date of the Work.

Unless a different date is set forth in the Activity Schedule shown in Attachment 'B', the term of this Agreement shall be through June 30, 2017.

9. OPTIONS TO EXTEND AGREEMENT

The City reserves the following rights to extend the term of this Agreement.

- a. The City may, at its sole discretion, extend this Agreement on a 12-month basis not to exceed five (5) additional twelve (12) month renewal terms by giving written notice thereof to Consultant not less than thirty (30) calendar days before the end of the Agreement term.
- b. The City has a one time option to extend the Agreement for a period not to exceed one hundred and twenty (120) days by giving written notice thereof to Consultant not less than five (5) calendar days before the expiration of any Agreement year.

If the City exercises any of the above-described options, the Agreement prices shall be adjusted in accordance with Section 10 of this Agreement.

10. COMPENSATION ADJUSTMENT UPON EXERCISE OF OPTION TO EXTEND

Period of Coverage: Bidder agrees to provide awarded items and/or services as specified in the Agreement document. This Agreement may be extended by mutual consent for five (5) additional 12-month periods.

Agreement Prices: Unit costs quoted shall remain firm for the initial five (5) month term plus one (1) year Agreement term.

One (1) price increase may be allowed for each option period as the result of:

- a. Manufacturer or supplier price increases in the product(s) offered
- b. Governmental or regulatory agency increases to the trade
- c. Regional Consumer Price Index (CPI) increases to the industry

Any request for a price increase must be substantiated with documentation from a manufacturer, supplier, or governmental agency and must be submitted in writing at least thirty (30) days prior to the effective date of the increase. The City will be the sole judge of acceptable option year price increases should it decide to exercise its option to extend under this Agreement.

11. DELAYS IN PERFORMANCE

Neither the City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

13. COMPLIANCE WITH LAW

- a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. If Consultant's failure to comply with applicable laws, ordinances, codes and regulations results in damage or liability to City, Consultant shall be responsible for indemnifying and holding the City harmless as provided in this Agreement

- b. Consultant shall assist the City, as requested, in obtaining and maintaining all permits, if any, required of Consultant by Federal, State and local regulatory agencies.
- c. Consultant shall be responsible for **payment of PREVAILING WAGES** as required by the provisions of Section 1773 of the Labor Code of the State of California and to adhere to current prevailing wage determination rates posted by State of California's Department of Industrial Relation at www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

Consultant shall keep accurate payroll records available for inspection in accordance with the requirements of Labor Code Section 1776.

14. STANDARD OF CARE

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

15. ASSIGNMENT AND SUBCONTRACTORS

Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or Consultant's right, title of interest in or to the same or any part thereof to any other person, company or corporation, including any franchisee of Consultant, without previous consent in writing from the City. If the Consultant shall without previous written consent, assign, transfer, convey, sublet, or otherwise dispose of the Agreement or its obligations, duties, responsibilities, rights, title or interest therein, or any of the monies to become due under the Agreement, to any other person, company, or other corporation, including any franchisee of the Consultant, the Agreement may at the option of the City, be terminated, revoked, and annulled, and the City shall thereupon be relieved and discharged from any and all liability and obligations growing out of the Agreement to the Consultant, and to its assignee or transferee. No right under the Agreement, nor any right to any money to become due hereunder, shall be asserted against the City in law or equity by reason of any so-called assignment of the Agreement, or any part thereof, or by reason of the assignment of any monies to become due hereunder unless authorized as aforesaid by written consent of the City.

16. ORAL MODIFICATIONS INEFFECTIVE

No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Agreement Documents and none of the provisions of the Agreement Documents shall be held to be waived or modified by reason of any act whatsoever, except by a waiver or modification thereof in writing and signed by the Director and the Consultant.

17. INDEPENDENT CONSULTANT

Consultant is retained as an independent Consultant and is not an employee of the City. No employee or agent of Consultant shall by this Agreement become an employee of the City. The work to be performed shall be in accordance with the work described in the Scope of Services (Attachment 'B') attached hereto, subject to such directions and amendments from the City as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever, except as specifically provided in writing by the City.

18. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

19. INSURANCE**Commercial General Liability**

Consultant shall take out and maintain, during the performance of all Work under this Agreement and for twelve (12) months following the completion of all Work, in amounts not less than specified in the Agreement Documents, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

Coverage for Commercial General Liability insurance shall be at least as broad as the following:

- 1) **Insurance Services Office Commercial General Liability coverage** (Occurrence Form CG 0001)
- 2) **Commercial General Liability Insurance must include coverage for the following:**
 - a. Bodily Injury and Property Damage
 - b. Personal Injury/Advertising Injury
 - c. Premises/Operations Liability
 - d. Products/Completed Operations Liability
 - e. Aggregate Limits that Apply per Project
 - f. Explosion, Collapse and Underground (UCX) exclusion deleted
 - g. Contractual Liability with respect to this Agreement
 - h. Broad Form Property Damage
 - i. Independent Consultants Coverage.

All such policies shall name the City, the City Council and each member of the City Council, its officers, employees, agents and volunteers as Additional Insureds under the policy.

The general liability policy may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City.

Automobile Liability

At all times during the performance of the Work under this Agreement, and for twelve (12) months following completion of all Work, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto). The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the City.

All such policies shall name the City, the City Council and each member of the City Council, its officers, employees, agents and volunteers as Additional Insured under the policies.

Workers' Compensation / Employers Liability

At all times during the performance of the work under this Agreement, and for twelve (12) months following completion of all Work, the Consultant shall maintain workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts not less than the limits specified in the Agreement Documents.

Such insurance shall include an insurer's Waiver of Subrogation in favor of the City and will be in a form and with insurance companies acceptable to the City.

If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City.

Before beginning work, the Consultant shall furnish to the City satisfactory proof that he or she has taken out for the period covered by the Work under this Agreement, full compensation insurance for all persons employed directly by Consultant or through subcontractors in carrying out the Work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof.

Minimum Policy Limits Required

The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence / \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence

Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative, Certificate of Insurance (most recent version of Acord 25 Form or equivalent), and Additional Insured Endorsement verifying compliance with paragraph 15.c.iv above. All evidence of insurance shall be signed by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

Policy Provisions Required

The City, as an additional insured, shall be expressly endorsed onto each policy as a cancellation notice recipient such that the City shall receive a copy of any cancellation notice in the event any policy is cancelled.

General Liability and Automobile Liability insurance policies shall contain a provision stating that the Consultant's policies are primary insurance and that the insurance of the City, or any named additional insurers, shall not be called upon to contribute to any loss.

Qualifying Insurers

All policies required must be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

Insurance carriers shall be qualified to do business in California and maintain an agent for process within the State. Such insurance carrier shall have not less than an "A-" policyholder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide. Due to market fluctuations in the Workers Compensation sector, the City reserves the right and at its sole discretion to review and accept the Consultant's proposed Workers compensation insurance.

Additional Insurance Provisions

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

If at any time during the life of the Agreement, the Consultant fails to maintain in full force any insurance required by the Agreement documents, the City may acquire the necessary insurance for the Consultant and deduct the cost thereof from the appropriate progress payments due the Consultant.

Consultant shall include any subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor indicating that subcontractor maintains the same levels of insurance as are required by the Consultant. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Work.

Neither the City nor the City Council, nor any member of the City Council, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Agreement.

20. INDEMNIFICATION

To the fullest extent permitted by law, Consultant agrees to indemnify, defend (with independent counsel approved by the City) and hold harmless the City and its officers, employees and elected and appointed officials, and volunteers (each, an "Indemnified Party") from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type, expressly including but not limited to those arising from bodily injury or property damage, arising out of or resulting from any error or negligent or wrongful act or omission of the Consultant, Consultant's agents, officers, employees, subconsultants, or independent consultants hired by Consultant under this Agreement. The Consultant's obligations apply regardless of whether or not a liability is caused or contributed to by the negligence (including passive negligence) or other act or omission of an Indemnified Party, except to the extent that liability is caused by the active negligence or willful misconduct of an Indemnified Party. In such case, the Consultant's indemnification obligation shall be reduced in proportion to the Indemnified Party's share of liability for its active negligence or willful misconduct, if any. The acceptance or approval of the Consultant's work by an Indemnified Party shall not relieve or reduce the Consultant's indemnification obligation. The provisions of this Section 16 shall survive completion of the work under this Agreement or the termination of this Agreement and are not limited by the provisions relating to insurance.

21. LAWS, VENUE AND ATTORNEY'S FEES

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

22. UNFORESEEN DIFFICULTIES

All loss or damage arising out of the nature of the Work to be done under the Agreement, or from any unforeseen obstructions or difficulties which may be encountered during the progress of the

Work and in the prosecution of the same, or from encumbrances on the line of work, shall be sustained by the Consultant, except as may be otherwise specifically provided by the Agreement Documents.

23. TERMINATION OR ABANDONMENT

- a. City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.
- b. Consultant may terminate this Agreement at any time upon thirty (30) days written notice of termination to City.
- c. If either Consultant or City fails to perform any material obligation under this Agreement, then, in addition to any other remedies, City or Consultant may terminate this Agreement immediately upon written notice.
- d. Upon termination of this Agreement, all property belonging to City which is in Consultant's possession shall be returned to City. Consultant shall furnish City with a final invoice for work performed by Consultant. City shall have no obligation to pay Consultant for work performed after termination of this Agreement.

24. ORGANIZATION

Consultant shall assign Jose Brambila as Project Manager as indicated in the staffing plan described in the Scope of Services (Attachment 'B'). The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

25. NOTICE

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY: City of Lemon Grove
3232 Main Street
Lemon Grove, CA 91945
Attn: Assistant City Manager/Public Works Director

Aztec Landscaping, Inc.
7980 Lemon Grove Way
Lemon Grove, CA 91945
Attn: Rafael Aguilar

26. THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

27. SEVERABILITY AND WAIVER

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Agreement shall not constitute a waiver of any other portion thereof.

28. NONDISCRIMINATION

Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

29. DRUG-FREE WORKPLACE

It is the policy of the City of Lemon Grove to maintain a drug-free workplace. The unlawful manufacture, distribution, dispensation, possession and/or use of controlled substances in the workplace are prohibited. Controlled substances are those defined in 21 USC Section 812 and

include, but are not limited to, such substances as marijuana, heroin, cocaine and amphetamines. The workplace is presumed to include all City of Lemon Grove facilities and premises where City of Lemon Grove employees may visit in the execution of their job duties such as homes, schools, hospitals, etc. All City of Lemon Grove employees are required to comply with this policy as an essential condition of employment. Individuals who are not considered City of Lemon Grove employees, but who perform work at City worksites for the City's benefit are required to comply with this policy. Such individuals who unlawfully manufacture, distribute, dispense, possess or use controlled substances in the City workplace may be barred from further work for and in the City's facilities as well as from future consideration.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF LEMON GROVE

"CONSULTANT"

By: _____

By: _____

Lydia Romero, City Manager

Print Name: _____

APPROVED AS TO FORM:

Title: _____

LOUNSBERY FERGUSON ALTONA & PEAK

By signing above, I attest that I am an authorized representative / agent, that I am authorized by my signature to bind this company contractually and certify under penalty of perjury the accuracy of the representations made on the Agreement and related documents.

By: _____

James Lough, City Attorney

**ATTACHMENT 'A' – GENERAL AND TECHNICAL PROVISIONS
for AREA 1 – CITY PARKS AND FACILITIES**

GENERAL PROVISIONS

1. TERMS AND DEFINITIONS

Whenever in the *General Provisions* or *Technical Provisions* the following terms are used, they shall be understood to mean and refer to the following:

CITY:	CITY OF LEMON GROVE, acting through properly authorized agents, such agents acting within the scope of the particular responsibilities entrusted to them.
CITY COUNCIL:	CITY COUNCIL of the City of LEMON GROVE.
DIRECTOR:	City of Lemon Grove ASSISTANT CITY MANAGER / PUBLIC WORKS DIRECTOR, acting either directly or through properly authorized agents, such agents acting within the scope of the particular responsibilities entrusted to them.
COMMUNITY SERVICES SUPERINTENDENT	City of Lemon Grove COMMUNITY SERVICES SUPERINTENDENT, acting either directly or through properly authorized agents, such agents acting within the scope of the particular responsibilities entrusted to them.
CONSULTANT:	CONSULTANT and/or any person or subcontractor employed by the Consultant and working under this Agreement and agreement.
AS-NEEDED:	The intent is to permit the City to receive services beyond the scheduled frequencies on an occasional basis. Should a service be needed on a consistent basis the City shall amend the Agreement with the Consultant subject to approval by City Council.

Other terms appearing in the *General Provisions* or *Technical Provisions* shall have the intent and meaning specified therein.

2. LOCATIONS OF WORK

The Work shall be performed at various City parks and facilities, as specified herein and may at times include other locations if deemed necessary by the City.

3. CONSULTANT'S PERSONNEL

Consultant shall furnish sufficient supervisory and working personnel capable of promptly accomplishing, to the satisfaction of the Director and on schedule, all Work required under this Agreement. Personnel shall have knowledge and experience with all types of irrigation and landscape maintenance components to include, without limitation; irrigation control clocks, valves, pumps, and sprinkler heads. Personnel shall be familiar with all brands and models of irrigation equipment used within the City landscaping areas. Irrigation technicians must be able to write and communicate in English.

Supervisory personnel must have a minimum of three (3) years actual field experience, must possess State of California Recycled Water Site Supervisor Certification, have adequate technical background to supervise the Work and assure compliance with the Agreement and be able to write and communicate in English.

Consultant and his employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible inconvenience to the public. Personnel shall be fully

clothed in suitable attire that bears the Consultant's name or identifying mark. Personnel fully clothed and wearing a safety vest with company identification on the back will be considered sufficient.

The Director may require the Consultant to remove from the work site(s) any employee(s) deemed careless, incompetent, or who is an annoyance to the public.

Consultant shall publish and distribute to all employees, workers and subcontractors (hereinafter worker) a statement notifying worker that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited. Any worker under the effect or residual effect of such controlled substance is considered a hazard and shall be removed from the job site immediately. This notice shall state that the worker has an obligation to abide by the terms of this Agreement and to notify the Consultant in writing of any violation of a criminal drug statute occurring in the workplace or at the job site. Consultant shall notify City of such incident and take appropriate action within thirty (30) days. Consultant is responsible to see that this requirement is included in all subcontractor contracts.

3.1 Background Investigation

Consultant is required to complete a criminal background check of any of its employees or agents who may perform any work or services on or about any City property or facilities. Said background check shall include submitting fingerprints and related information to the Department of Justice of the State of California in order to determine state and federal level convictions and arrests. Employees or agents of Consultant found to have convictions for any of the following shall not be permitted to have any involvement in performing work or services on or about any City property or facilities:

- a. A serious felony as defined in Section 1192.7(c) of the Penal Code.
- b. A violent felony as defined in Section 667.5(c) of the Penal Code.
- c. A hate crime as defined in Section 628.1(b)(2) of the Penal Code and including offenses set forth in Section 422.6 *et seq.* of the Penal Code.
- d. Any crime substantially similar to those described in 1-3 that occurred in another state or jurisdiction.

Consultant shall be solely responsible for compliance with this provision and any and all requirements in connection with its employees including, without limitation, the information verification, cooperation and disclosure procedures which may apply to said employees.

Prior to starting any work, Consultant shall certify that is has completed the required background checks by providing the City a new or updated list of all authorized employees who have successfully completed and passed their criminal background checks per the terms of this Contract. Only persons whose names appear on said certified authorization list will be allowed to perform any work or services on or about any City property or facilities

4. COMMERCIAL MOTOR VEHICLE SAFETY ACT OF 1986, AS AMENDED

Consultant shall comply with the Commercial Motor Vehicle Safety Act of 1986, as amended, including, but not limited to, pre-employment, reasonable suspicion, random and post-accident testing of operators of commercial motor vehicles for use, in violation of law or Federal regulations, of alcohol or controlled substances (49 USC § 2701 *et seq.*)

5. COMPLIANCE WITH ENVIRONMENTAL REGULATIONS

Consultant shall comply with all Environmental Regulations in the performance of the Work or any portion thereof, and shall indemnify the City in accordance with Section 18 of this Agreement for any and all claims of any type in any way relating to or arising from Consultant's performance of the Work under this Agreement. Consultant shall immediately notify the City in the event any violation of any Environmental Regulation is reasonably suspected to have occurred. For purposes of this Section, the term "Environmental Regulations" means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances. The term "Hazardous Substances" means (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Project or to persons on or about the Project or (ii) cause the Project to be in violation of any Environmental Regulation; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "waste," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," or "toxic substances" or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 USC §§ 9601 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 USC §§ 6901 et seq.; the Hazardous Materials Transportation Act, 49 USC §§ 6901 et seq.; the Federal Water Pollution Control Act, 33 USC §§ 1251 et seq.; the California Hazardous Waste Control Law ("HWCL"), Cal. Health & Safety Code §§ 25100 et seq.; the Hazardous Substance Account Act ("HSAA"), Cal. Health & Safety Code §§ 25300 et seq.; the Underground Storage of Hazardous Substances Act, Cal. Health & Safety Code §§ 25280 et seq.; the Porter-Cologne Water Quality Control Act (the "Porter-Cologne Act"), Cal. Water Code §§ 13000 et seq., the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); and Title 22 of the California Code of Regulations, Division 4, Chapter 30; (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Project or the owners and/or occupants of property adjacent to or surrounding the Project, or any other person coming upon the Project or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment.

6. AVAILABILITY / RESPONSIVENESS OF CONSULTANT

Consultant shall maintain a business office with a competent company representative who can be reached during normal working hours, as defined hereunder, and who is authorized to discuss matters pertaining to this Agreement with the Director or his representative. An answering service in conjunction with a pager for the designated company representative would fulfill this requirement, provided that all calls from the Director are returned within a one-hour period. All supervisors and acting supervisors shall be outfitted by the Consultant with a portable personal communication device capable of transmitting and receiving phone calls from anywhere (not a calling card)

At all times during the term of this Agreement, the Consultant shall provide the City with name(s) and phone number(s) of person(s) representing the Consultant for 24-hour emergency response, seven (7) days per week. Should this information change, the City must be notified in writing within 12 hours after said change. The City will, in turn, provide the Consultant its emergency contact information.

6.1 Normal Response

Consultant shall be on site to perform non-emergency services, as requested by the Community Services Superintendent and/or his designee within 72 hours after the request is made by the City.

6.2 Emergency Response

An emergency can be defined per City's request or public health and safety matters including but not limited to broken water mains, stuck valves, threat to private property resulting from the Consultant's operations, fallen trees, natural disasters, etc.

In the event that emergency response is required, Consultant shall respond within two (2) hours of notification, either written or verbal by the Director, and be on-site within four (4) hours after initial notification to perform the Work. Consultant's vehicle shall carry sufficient equipment to control traffic (barricades, delineators, and cones, etc.). When Consultant personnel arrives at the site, Consultant personnel shall set up traffic warning and control devices and any other safety devices, if deemed necessary, and proceed with remedial action after contacting the Community Services Superintendent.

7. SCHEDULING**7.1 General**

General work, determined by the City and Consultant together, shall be performed in accordance to the Activity Schedule (Attachment 'C') contained herein. As-needed work shall be requested by Work Order(s) issued by the Community Services Superintendent and/or his designee in verbal, written or web-based form. All work shall be scheduled in a manner that minimizes inconvenience to City staff, the public and recreational uses of the facilities and designed to maintain the sites in safe condition and in accordance with highest industry standards. Precautions shall be taken so that nuisance noise, dust and waste are not created during the Work.

The amount of time needed to complete each Work Order will be determined by order of priority and urgency.

7.2 Hours of Work

Work performed under this Agreement shall be Monday through Friday, 7:00 A.M. to 5:00 P.M. in all areas except Lemon Grove's major arterials and collector streets (a.k.a. circulation element streets) which shall be Monday through Friday, 8:00 A.M. to 3:30 P.M. The following instances are exceptions:

- a. Emergency repairs requested by the City.
- b. Any and all steps necessary to protect City employees and/or the public from a dangerous condition.
- c. Weekend and Holiday trash removal from City Park picnic pavilions (including opening and closing park gates).

7.3 Liquidated Damages for Deficient Work

In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Consultant shall pay to the City as fixed and liquidated damages, and not as a penalty, the following sums for failure to properly complete work pursuant to this Agreement. In the event this is not paid, the Consultant agrees that the City may deduct that amount from any money due or that may become due the Consultant under this Agreement. City will advise Consultant verbally or in writing each time performance is unsatisfactory and corrective action is necessary

- a. Performance Deficiency – \$250 per instance per work day
Some examples include: failure to comply with conditions, specifications, reports, schedules and/or directives from City representatives.
- b. Inadequate Equipment – \$250 per instance per work day

Failure to provide adequate equipment resources in compliance with specifications, as directed by the City.

- c. Public Safety – \$250 per instance per work day
Failure to protect public health and/or correct safety concerns, including but not limited to inspecting City property for hazards, responding to emergencies and providing adequate traffic control measures (per WATCH guidelines).
- d. Irrigation Deficiencies - \$250 per occurrence
Failure to repair major irrigation deficiencies within (12) hours after notification.
- e. Improper Horticultural Practices – \$250 per occurrence
Failure to implement proper horticultural practices, including but not limited to: failure to mow, edge, sweep, pick up trash/debris, rototill tot lots, apply chemicals and prune in an approved, professional manner.
- f. Delayed Response to City's Page - \$250 per occurrence
Failure to respond during working hours within one (1) hour after being called.

8. CHANGES IN WORK

The Director and/or his designee may prescribe, in writing, a modification of requirements or of methods of work; or in the quantity or character or the Work to be furnished. In the event conditions develop which, in the opinion of Consultant, make strict compliance with these Agreement Provisions impractical, Consultant shall submit to the Director and/or his designee for their consideration and approval or disapproval, a written request for modification of requirements of the Work. This request shall set forth in detail, the reasons why the specified requirements are considered impractical and Consultant's proposal for any alternate that will relieve this alleged impracticality.

If such changes increase or diminish the quantity or amount of work to be done, they shall not constitute the basis for a claim for damages or anticipated profits on the work that may be dispensed with; provided, that as such changes or alterations render useless any work already done, the Director shall make reasonable allowance therefore, which action shall be binding upon both parties. Should any Agreement item be deleted in its entirety, payment will be made only for actual costs incurred prior to notification of such deletion.

The City reserves the right to increase or decrease the Agreement quantities by up to fifty percent (50%) per year without renegotiating the unit cost. Additional work will be compensated at the unit cost bid for each item of work so long as such additional work does not exceed fifty percent (50%) of the estimated annual quantity.

Regardless of the change, all changes made to the Agreement Documents, whether it is character of the Work or quantity of the Work, must be agreed upon, in writing, by both Director and Consultant and implemented with a Change Order. Change Orders shall include a brief description of the change, dollar value of the change, and any adjustments in Agreement time, if applicable. If no prices are named in the Agreement to cover such changes or alterations, the cost of such changes shall be determined by agreement between the Director and the Consultant. If an agreement cannot be reached, such changes causing an increase in work shall be covered as hereinafter provided for as Extra Work. Decreases in work shall be negotiated by the Director and the Consultant.

9. TEMPORARY SUSPENSION OF WORK

The City shall have the authority to suspend the Work wholly or in part. for such period as the City deems necessary, due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable prosecution of the Work, or for such time as the City may deem necessary due to the failure on the part of the Consultant to carry out orders given or to perform any provisions of the Work or otherwise. Consultant shall immediately comply with the written order of the City to suspend the Work wholly or in part. and shall not resume the Work until

ordered to do so in writing by the City.

In the event that a suspension of Work is ordered because of failure on the part of the Consultant to carry out orders given or to perform any provisions of the Work, such suspension of Work shall not relieve the Consultant of its responsibility to complete the Work within the time limits set forth in the Agreement Documents, and shall not be considered cause for extension of the time for completion, and further, such suspension of Work shall not entitle the Consultant to any additional compensation.

10. INSPECTION

All work shall be subject to the approval of the City and any work in need of correction because of improper or unsatisfactory preparation or workmanship shall be corrected by Consultant to the satisfaction of, and at no cost to, the City.

Consultant will have two (2) days from the time of notification to correct improper or unsatisfactory work notwithstanding that such defective work had been previously overlooked by the Director or paid for previously. In the event said work is not corrected within the time specified above, and in addition to any other actions/remedies permitted by law, City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to correct said work from Consultant's invoice.

11. MATERIALS

11.1 Quality of Materials and Source of Supply

Articles, materials, and equipment to be incorporated into the Work under the Agreement shall be new or unused unless otherwise specified and shall conform to the requirements of the Agreement Documents and be approved by the City before incorporation into the Work; and, where required to conform to standard specifications [citations: Standard Specifications for Public Works Construction, 2000 edition, and adopted by the San Diego Area Regional Standards Committee], tests of the City, or other authorities incorporated into the Agreement Documents by reference, shall conform to the respective most recent editions of citations noted above, including amendments specified or, where editions are not specified, shall conform to the editions including amendments in effect on the date of the Request for Proposals.

11.2 Preference for Materials

Whenever in the Agreement Documents any material, process, or article is indicated or specified by grade, patent or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of the material, process, or article desired and shall be deemed to be followed by the words "or equal," and Consultant may, unless otherwise stated, offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified. If material, process, or article offered by Consultant is not, in the opinion of the Director, substantially equal or better in every respect to that specified, then Consultant shall furnish material, process, or specified. Burden of proof as to equality of any material, process, or article shall rest with Consultant. Consultant shall submit request together with substantiating data for substitution of an "or equal" item within ten (10) working days prior date of contract award. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of this Agreement.

11.3 Defective Materials

All materials not conforming to the requirements of the Agreement Documents, or to any provision of the Agreement Documents, shall be considered as defective, and all such materials, whether in place or not, shall be rejected and shall be immediately removed from the site of the Work unless otherwise permitted by the City.

No rejected materials, the defects of which have been subsequently corrected, shall be used until approval in writing has been given by the City. Upon failure on the part of the Consultant to comply with any order of the City made under the provisions of this section, the City shall have the authority to remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due the Consultant.

12. SAFETY REQUIREMENTS

All work performed under this Agreement shall be performed by qualified landscape maintenance workers and irrigation technicians who, through related training or on the job experience, or both, are familiar with the practices and hazards of horticulture and the equipment used in such operations. Work shall be done in such manner as to ensure maximum safety to City personnel, the public and employees of the Consultant. Where applicable, Consultant shall comply with all safety standards established by California Occupational Safety and Health Administration (CAL-OSHA). Consultant shall immediately cease any act or action if the Director or his designee determines that unsafe acts are occurring and orders that such action cease.

It is part of the service required of Consultant to make whatever provisions are necessary to protect City personnel and the public. Consultant shall use foresight and take such steps and precautions necessary to protect the City personnel and the public from danger, loss of life or property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partially completed work or partially removed facilities. Unusual conditions may arise on the work which will require the immediate and unusual provisions be made to protect City personnel and/or the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this Agreement.

Whenever, in the opinion of the Director or his designee, an emergency exists because Consultant has not taken sufficient precaution for public safety, or protection of utilities or adjacent structures or property, the Director or his designee will order Consultant to provide a remedy for the unsafe condition. If Consultant fails to remedy the unsafe condition within the amount of time set forth herein, the Director or his designee may provide suitable protection to said situation by causing such work to be done and material to be furnished as may seem reasonable and necessary.

12.1 Accident Reporting

Consultant shall immediately notify the Community Services Superintendent and/or City personnel of any accident, regardless of whether or not injury or damage is evident, involving the public and Consultant's staff, vehicles, and/or equipment. Consultant shall, if needed, assist the public by summoning emergency assistance while at the site.

Consultant shall cooperate fully with City in the investigation of any injury or death occurring at any site, including the provision of reports and/or documentation as requested by the City.

13. PROJECT SITE MAINTENANCE

13.1 Sound Control Requirements

Consultant shall comply with all local sound control and noise level rules, regulations and ordinances, which apply to any work performed pursuant to the Agreement.

13.2 Right-of-Ways (ROW)

No work may be performed in any public right-of-way without permission from the Assistant City Manager / Public Works Director or designee. Traffic control required by such Work shall be in accordance with the latest edition of the State of California's Manual of Traffic Controls for Construction and Maintenance Work Zones. Copies of this manual can be secured from the State of California - Department of Transportation (CALTRANS).

Consultant shall immediately cease any act or action if the Community Services Superintendent determine that unsafe acts are occurring and orders that such act or action cease. Consultant personnel doing work in public streets or public right-of-ways shall:

- Obtain all necessary permits, including Encroachment Permits which are fee-free.
- Provide 24-hour advance notification to all affected agencies including the following departments and public transit:
 1. Lemon Grove Sheriff's Station: (619) 337-2000
 2. Lemon Grove Fire Department: (619) 825-3835
 3. Lemon Grove School District: (619) 258-2300
 4. San Diego Metropolitan Transit System: (619) 448-2720
- Coordinate the Work with all affected agencies and the public.
- Inform occupants of abutting properties, by written notice, of access limitations made necessary by the Work.
- Install and maintain required traffic control devices.
- Provide flag persons when required.
- Schedule and expedite the Work to cause the least inconvenience to the public.
- Provide adequate safeguards for workers and the general public.
- Assure that any person working in or adjacent to a traveled roadway wears a safety vest as required for flag persons.
- Patrol the maintenance site to ensure that all devices are in place and operating at all times.
- Remove traffic control devices when they are no longer needed.
- Provide a detour map and/or traffic maintenance plan forty-eight (48) hours in advance of starting work to the Director.
- Remove all vehicles from City streets at the end of the work day. Consultant is not permitted to leave vehicles parked on City streets over night.

13.3 Traffic Control

Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. If parking is to be prohibited during work, "No Parking" signs shall be installed forty-eight (48) hours prior to work commencing.

Consultant shall provide and maintain adequate barricades and warning devices, per the latest edition of State of California's Manual of Traffic Controls for Construction and Maintenance Work Zones. Copies of this manual can be secured from the State of California - Department of Transportation (CALTRANS).

13.4 Survey Monuments and Stakes

Consultant acknowledges that survey monuments and stakes may exist upon certain property and parcels. Consultant must ascertain, prior to doing any work thereon, the locations of such monuments or stakes, and take necessary precautions to avoid their dislocation, removal or destruction. Any survey monuments or stakes that may be disturbed, damaged or destroyed by the Consultant or his employees shall be reset by a registered civil engineer or licensed surveyor at the Consultant's expense, forthwith, upon demand by the Director.

Consultant is responsible for determining property lines prior to commencing Work. No payment will be made for work done on the wrong parcel(s). The City will not be responsible or held liable for any work performed beyond the boundaries of subject parcel(s).

13.5 Existing Irrigation

Any irrigation systems that are damaged or altered in any way, as a result of the performance of work under this specification during the term of the Agreement shall be repaired or replaced in kind and in an approved manner. All work of this kind shall be performed by the Consultant at no cost to the City, and shall be as directed by the Director. Irrigation repairs shall be made immediately after damage or alteration occurs, unless otherwise directed. If the Consultant does not make repairs to the satisfaction of the Director, deductions shall be made from the contract payment in the amount to cover the cost of repairs, as determined by the Director.

13.6 Existing Structures, Signs and Facilities

During the performance of Work under this Agreement, Consultant shall protect from damage all existing structures, signs and facilities, other than those called for removal, including but not limited to directional, warning, advisory and regulatory signs, street markers and roadside mailboxes. If Consultant is required to alter the physical location of any structures, signs and/or facilities during the performance of work, Consultant shall maintain these structures, signs and facilities in an erect and functional position and condition at all times during the period of Work. Consultant shall replace any of these structures, signs or facilities that are damaged or lost as a result of Consultant's performance at no cost to City.

13.7 Existing Utilities

Power, cable television, and telephone lines, water lines, gas lines, underground utility conduits and miscellaneous pipelines, are within and/or run adjacently to roadway right-of-ways.

Consultant shall take steps to contact the owner(s) of all overhead utilities prior to doing work that may damage such utilities or interfere with their service. If Consultant makes no attempt to contact owner(s) or otherwise operates in an imprudent manner, as determined by the Community Services Superintendent and/or his designee, the repairs to damaged utilities in the course of work shall be Consultant's responsibility and all costs resulting thereby shall be borne by Consultant.

Consultant shall take steps to determine the exact location of all underground facilities by contacting Dig Alert at 1-800-422-4133, prior to doing work that may damage such facilities or interfere with their service. If Consultant makes no attempt to locate underground facilities or otherwise operates in an imprudent manner, as determined by the Community Services Superintendent and/or his designee, the repairs to damaged facilities in the course of work shall be Consultant's responsibility and all costs resulting thereby shall be borne by Consultant.

All facilities and/or utilities shall be carefully uncovered if located within the lines of excavation and time shall be allowed for the Community Services Superintendent and/or his designee to field check the location of such utilities to make certain that they will not interfere with the proposed improvements. In the event the utility conflicts with the proposed improvements, City will either arrange for the utility owner to relocate the utility as necessary to clear the proposed improvements, or adjustments in the grade of the proposed improvements or appurtenances may be made by the Community Services Superintendent and/or his designee.

Facilities either permanently or temporarily relocated, or supported by the owner shall be protected in place by Consultant.

Owners of the various utilities are as follows:

<u>UTILITY</u>	<u>OWNER</u>
Gas Transmission Lines	San Diego Gas & Electric
Electric Power Line	San Diego Gas & Electric
Sewer	Lemon Grove Sanitation District
Telephone Facilities	AT&T
Television Cable	Cox Cable
Water	Helix Water District

13.8 **Damage by Consultant**

All damage to existing facilities caused by the Consultant shall be repaired or replaced at the Consultant's sole expense. All such repairs or replacements shall be completed within the time limits specified by the City.

14. **HAZARDOUS CONDITIONS**

Any hazardous conditions noted by Consultant and not corrected by Consultant shall be reported immediately by Consultant to the Community Services Superintendent. In addition, Consultant shall immediately notify the Community Services Superintendent of any trees that shows signs of root heaving, leaning, have broken limbs, or otherwise appears as safety hazards. If immediate correction is not possible, Consultant must barricade the area with 2" yellow caution tape.

15. **LABOR CODE REQUIREMENTS**

Attention is directed to the following requirements of the Labor Code. It shall be the responsibility of the Consultant to see to it that all subcontractors comply with the Labor Code.

15.1 **Hours of Labor**

Eight hours labor constitutes a legal day's work. Consultant shall forfeit, as a penalty to the City of Lemon Grove, \$25 for each worker employed in the execution of the Agreement by the Consultant or any subcontractor under Consultant for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of the Labor Code, and in particular, section 1810 to section 1815, thereof, inclusive, except that work performed by employees of Consultants in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be permitted upon compensation for all excess hours worked at not less than one (1) and one-half (1/2) times the basic rate of pay, as provided in said section 1815

15.2 **Prevailing Wage**

Consultant shall comply with Labor Code Sections 1774 and 1775. In accordance with said section 1775 the Consultant shall forfeit as a penalty to the City of Lemon Grove \$50 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which

such worker is employed for any work done under the Agreement by Consultant or by any subcontractor under Consultant in violation of the provisions of the Labor Code and in particular, Labor Code Section 1770 to 1780, inclusive. In addition to said penalty and pursuant to said section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.

Pursuant to the provisions of section 1773 of the Labor Code of the State of California, the City has obtained the general prevailing rate of wages applicable to the Work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workers concerned.

Pursuant to section 1773.2 of the Labor Code, the Consultant shall post general prevailing wage rates at a prominent place.

Pursuant to Public Contract Code Section 6109, Consultants or subcontractors who are ineligible to perform work on a public works project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code shall not be allowed to perform any portion of the Work contemplated herein. Any subcontract between the Consultant and a debarred subcontractor shall be void as a matter of law, and the debarred subcontractor shall not receive any payment for performing such work. Any public money that has been paid to the debarred subcontractor on the project shall be returned to the City. Consultant shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

15.3 Payroll Records

Consultant's attention is directed to the provisions of Labor Code Section 1776, a portion of which is quoted below. Regulations implementing said sections 1776 are located in section 16016 and sections 16207.10 through 16207.19 of Title 8, California Administrative Code. Consultant shall be responsible for compliance by his or her subcontractors.

Consultant and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each employee employed by him or her in connection with the Work.

The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Consultant on the following basis:

- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- b. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial relations.
- c. A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Consultant, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Consultant.

Consultant shall file a certified copy of the payroll records with the entity that requested the records within ten (10) days after receipt of a written request.

Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Consultant awarded the Agreement or performing the Agreement shall not be marked or obliterated.

Consultant shall inform the City of the location of the records, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this section, the Consultant shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Consultant must comply with this section. Should noncompliance still be evident after the ten (10) day period, the Consultant shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

The penalties specified in subdivision (f) of Labor Code Section 1776 for noncompliance with the provisions of said Section 1776 may be deducted from any moneys due or which may become due to the Consultant.

Consultant and each subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Agreement.

15.4 **Apprentices**

Attention is directed to sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 *et seq*. Consultant shall abide by all requirements with respect to the employment of apprentices on Public Works projects.

15.5 **Workers' Compensation**

Pursuant to the requirements of section 1860 of the Labor Code, the Consultant will be required to secure the payment of workers' compensation to his or her employees in accordance with the provisions of section 3700 of the Labor Code.

Prior to the commencement of work, the Consultant shall sign and file with the Director a certification in the following form:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Agreement."

Said certification is included in the Agreement and signature and return of the Agreement shall constitute signing and filing of the said certificate.

Approval of any insurance contracts by the City does not relieve the Consultant or subcontractors from liability. The City will not be liable for any accident, loss, or damage to the Work prior to its completion and acceptance.

TECHNICAL PROVISIONS

SUMMARY

These Maintenance Standards are applicable to all City maintained landscaping areas within the City of Lemon Grove (also referred to in these standards and the agreement as "Landscaping". Consultant shall be solely responsible for developing and implementing a landscape maintenance plan/program which is in compliance with these minimum Maintenance Standards. The quality of all maintenance will be continually evaluated for satisfactory progress. It is the Consultant's responsibility to integrate innovative and progressive elements of superior landscape and facility maintenance and the objectives as set forth in these Maintenance Standards.

Consultant shall furnish all labor, equipment, materials, tools, services, and special skills required to perform the maintenance activities, with exception of irrigation supplies, as set forth in these Landscape and Horticultural Maintenance Standards with the highest quality and performance, Best Management Practices (BMP's), and safe work practices.

Maintenance of the City's Landscaping shall include, but is not limited to, all landscaped areas, right-of-way areas, and other City landscaped areas, walkways, plazas, sports facilities, playgrounds (maintenance and cleaning of surfacing), points of access and entry, associated parking area(s) not including street sweeping, dumpster enclosures and all products and ancillary amenities and items necessary to operate efficiently.

Maintenance of the associated landscape shall include, but is not limited to: natural turf mowing, edging, trimming, pruning, fertilization, aeration, weed control (both in hardscape and landscaped areas), cultivation, pest control, minor tree pruning, de-thatching, turf and sports field renovations, plant replacements, application of mulch, sidewalk and hardscape cleaning, routine care and restocking of pet disposal dispensers and stations, litter control, trash removal, graffiti removal and cover-up (when requested), irrigation system management, repair and maintenance, sports field maintenance, and proactive water conservation through irrigation management and general site inspections.

Consultant shall submit an updated "Maintenance Schedule" to the City each month, outlining the scheduled maintenance and renovation functions for each landscape area, including all elements within these standards and any other feature that falls within the responsibility of the Consultant.

16. TREES

Trees shall be planted, maintained, trimmed, and cared for with strict accordance to the standards of the International Society of Arboriculture.

17. PEST CONTROL

Consultant shall provide complete and continuous control and/or eradication of all plant pests and diseases through proactive Integrated Pest Management (IPM). IPM is defined as the use of different techniques in combination to control pests, with an emphasis on methods that are least injurious to the environment and most specific to the particular pest. Consultant shall obtain any necessary recommendations from a Pest Control Advisor. Consultant shall be licensed and certified by the State of California to issue written pest control recommendations and have all necessary permits to comply with City, County, State or Federal regulations or laws to perform such control and eradication. Consultant shall be responsible for submitting current copies of all such licenses and permits to the City.

All pesticide activity shall comply with local, regional, State, and Federal guidelines and the responsibility for all required reporting shall be the responsibility of the Consultant.

All areas of landscape and facilities, including snack bars, food and beverage establishments, and restroom extensions shall be inspected for infestations of harmful pests such as ants, insects, mites, snails, sow bugs, gophers, rats, squirrels and mice and treatments shall be made proactively to reduce infestations.

18. WEED CONTROL

Weeds must be removed upon appearance. Selective post emergence herbicides shall be used to kill weeds. Consultant shall not proceed with a treatment except as recommended by a Pest Control Advisor in writing.

All creeping grasses, as well as broadleaf weeds, shall be kept out of shrubs and groundcovers. Broadleaf weeds in the turf areas shall be removed selectively, without injury to the lawn grass other than slight, temporary discoloration. Grass weeds in lawns shall be controlled with selective post-emergence herbicides.

Weeds not killed with herbicides shall be removed manually. However, manual weed control shall not be substituted for herbicide applications. Turf and other plants killed by weeds, chemicals, etc. shall be replaced at the Consultant's sole expense. All replacements must be made immediately upon the realization that replacement is appropriate.

19. FERTILIZATION

Apply fertilization in accordance with regionally accepted horticultural practices and standards, or as otherwise directed by the City. All fertilization shall occur in an effort to maintain a green, healthy, viable landscape condition.

Fertilizers shall be inorganic, dry, pelletized formulation. Upon recommendation by the City organic fertilizers may be required in certain locations. Application shall be in accordance with manufacturer's specifications or as otherwise directed by the City.

When climatic factors cause problems from the general use of fertilizers, an adjustment of the fertilizer schedule may be necessary. After fertilizer application, the Consultant shall monitor the watering schedule to eliminate runoff or leaching of fertilizer materials.

20. IRRIGATION OPERATION AND MAINTENANCE

All turf and landscaped areas shall be irrigated as required to maintain top-quality growth and appearance. Irrigation shall be accomplished in accordance with direction from the Community Services Superintendent or designee.

All irrigation systems shall be tested and inspected, as often as necessary, to ensure that all irrigation systems and field elements are regularly operating at 100% of the design standards.

Irrigation maintenance shall include, but not be limited to, operation of the irrigation system, adjustments, repairs, modifications, improvements, testing, analysis, "handsets", vandalism and other work as required. Flood irrigation or disabling systems in lieu of commencing and completing repairs is not allowed.

The estimated irrigation control inventory is as follows:

AREA 1 – City Parks and Facilities					
Site	Location	Type	Qty	Water	# Stations w/in Controller
1	Berry Street Park	Calsense ET2000e	1	Potable	17
2	City Hall	Calsense ET2000e	1	Potable	6
3	Civic Center Park	Rainbird	2	Potable	72
4	Community Center	Hunter	1	Potable	3
5	Kunkel Park	Calsense ET2000e	1	Potable	24
6	Firefighter's Park	Hunter	1	Potable	10
7	Lemon Grove Park	Calsense 2000e	1	Potable	17
8	Palm Avenue Middle School	Rainbird ESP-12MC	1	Potable	12
9	Recreation Center	Rainbird ESP-24MC	1	Potable	6
10	Senior Center	Calsense ET2000e	1	Potable	16
TOTAL CONTROLLERS			11		

20.1 Water Conservation

Consultant shall take the necessary precautions to ensure that irrigation systems do not function during or immediately after periods of rainfall and times when suspension of irrigation is desirable to conserve water, while remaining within the guidelines of top-quality horticulture and maintenance practices. Weather data and evapo-transpiration (ET) rates for irrigation scheduling are provided through CIMIS (California Irrigation Management Information System).

20.2 Irrigation Malfunction

Consultant shall record and take timely corrective action for all irrigation system malfunctions, damages, and obstructions including but not limited to:

- Repair malfunctioning controllers, quick couplers, and manual or automatic valves and sprinkler heads within forty eight (48) hours after receipt of verbal or written notice of malfunction, or as discovered, if no removal is necessary to complete repairs. Systems must be shut down once discovery is made. All replacements shall be with original type and model materials, unless a substitute is approved by the City.
- Mainline repairs and valve replacements will be performed by City Staff. Consultant will be required to notify City of such needed repairs immediately upon discovery.

20.3 Irrigation Controller Programs

Irrigation controller programs shall incorporate the following conditions:

- Meet all City water conservation and National Pollutant Discharge Elimination System (NPDES) requirements
- Coordinate all irrigation system operations with the City's Community Services Superintendent so as not to conflict with the centralized irrigation system (Calsense).
- Maximize repeat operations (where and when possible)
- Minimize station run times.

- Reflect actual evapo-transpiration (ET) requirements.
- Reflect actual requirements of soil and plants.
- Provide sufficient time for soil to dry out between irrigations.
- Maximize community use of City turf areas.

21. TURFGRASS (NON-SPORTS TURF)

21.1 Watering

A sufficient watering program is required based on the needs of the turf species and the season. At a minimum, the Consultant shall omit irrigation the night prior to occurrence of turf mowing. Manual watering of deficient coverage areas is mandatory.

21.2 Mowing

- The mowing standard shall be to maintain a typical uniform turf height of no less than 1" and no more than 3" at all times for passive turf. One acceptable method would be to mow and edge passive turf areas weekly during the period of March 1 to November 1 and once every other week during the period of November 1 to March 1. Consultant shall maintain cool season turf grass at 2 ½" during warm seasons and reduce to 2" during winter or cooler seasons.
- In warm seasons, common Bermuda shall be mowed to a height not exceeding 1", hybrid Bermuda to a height between ½" to ¾". Consultant shall always avoid removing more than one-third of the leaf blade area at any one time.
- Turf shall be mowed with power-propelled mowers equipped to mow and collect clippings in one operation. Rotary mowers shall be used to mow tall fescue or other cool-season turf areas. Reel mowers are required to mow Bermuda grass areas. The City may, in some instances, allow mowing without the attached collection device to recycle organic material into the soil, providing that the machine is equipped with approved safety features. The mowers shall be maintained and sharpened to provide a smooth, even cut, without tearing off the leaf blade. The reel or blade adjustment shall provide a uniform, level cut, without ridges or depressions
- Consultant shall not mow areas that are wet. Consultant shall alternate mowing patterns, whenever possible, to prevent wheel ruts. If ruts are made, the Consultant shall promptly make repairs at the Consultant's sole expense.

21.3 Trimming and Edging

Consultant shall trim around graphic walls, buildings, curbs, header boards, valve boxes, playground bulkheads, quick couplers, and paved areas in one operation to present a neat, clean appearance. Consultant shall chemically edge around trees within a 12" radius from the trunk, using care not to damage the tree trunk or roots. Trees damaged by the Consultant's efforts shall be promptly replaced at the Consultant's sole expense. All turf grass contiguous to hardscape shall be edged with a walk-behind, blade-type edger.

Consultant shall exercise extreme care when using string trimmers to prevent damage to building surfaces, walls, header board, light fixtures, signage, trees, etc. String trimmers shall not be used around trees or wooden park signs and are not acceptable for edging

21.4 Weed Control

Consultant shall maintain weed-free turf at all times, by chemical and/or mechanical means. Pre-emergent herbicides shall be applied to control crabgrass in all turf areas. Consultant shall be especially careful when applying chemicals to control weeds, due to possible damage to the lawn. Before such applications are made, the turf must be well established and in vigorous condition.

22. FACILITY MAINTENANCE

This section includes, but is not limited to: Parks, Fire Stations, City Hall, and other City buildings:

- All broken glass and sharp objects shall be removed daily or as often as necessary to maintain a safe, clean site.
- All areas shall be inspected daily and maintained in a neat, clean, and safe condition at all times. Any hazards shall be corrected immediately upon observance or report.
- All tot lot areas and playgrounds shall be raked to remove leaves, weeds and debris daily or as often as necessary to maintain a safe, clean site.
- All play and sports equipment shall be inspected for vandalism, safety hazards, and serviceability daily or as often as necessary to maintain a safe site.
- Cracks and crevices in walkways and other concrete areas shall be kept free of weeds at all times.
- All drinking fountains shall be kept clean at all times.
- All sidewalk areas abutting maintained areas shall be cleaned following the Consultant's activities and other times as required to maintain a neat, clean, and safe condition at all times.
- All walkways and plaza areas shall be swept free of debris. No dirt or sediment shall accumulate in these areas. The areas will be free of stains and deposits from gum, soft drinks, maintenance equipment, and other elements. Power/pressure/steam cleaning shall occur as frequently as necessary to eliminate accumulations of stains, dirt and debris.
- All leaves, paper, and debris shall be removed from landscaped areas and disposed of off-site.
- Trash cans shall be emptied and washed daily, or as often as necessary, to maintain a stain-free, sediment-free condition.
- All v-ditches and other area and surface drains under sidewalks shall be kept free of vegetation, debris, and algae to allow unrestricted water flow.
- All drainage facilities shall be cleaned of any vegetation and debris. All grates shall be tested for security and re-fastened as necessary.
- All park benches, picnic tables and play equipment shall be cleaned daily or as often as needed to maintain a safe, clean, sanitized amenity. Sanitization and frequency may vary with use.

23. SPORTS FIELD / PLAY AREA MAINTENANCE

The following operational procedures shall be implemented as part of the Consultant's performance and reporting requirements. Consultant shall schedule irrigation and landscape maintenance operations so they will not interfere with sports field use or activities. Grass height shall be maintained according to species and variety of grass.

23.1 Inspections

- Each sports field or play area shall be inspected for places where grade changes have occurred, as indicated by low spots that collect water on which grass fails to grow. All sports fields and play areas shall be kept at a level grade to provide a uniform height of turf grass by topdressing low spots with approved sports field sand. BRICK DUST OR SOIL SHALL NOT BE USED.

- Each sports field or play area shall be inspected for proper water drainage away from the playing surface. If drainage is not evident, irrigation management in the affected area is critical to prevent landscape failure.
- Each sports field or play area shall be inspected for hazardous holes or depressions that may cause a player to trip. Any holes or depressions found should be filled as directed above. Remove all stones and other debris that may interfere with play or cause injury.
- Each sports field or play area shall be inspected to see that the soil absorbs irrigation and rain rapidly enough to provide reasonably good footing on the surface of the area. If improvement is indicated, schedule aerification immediately.
- Each sports field or play area shall be inspected to determine whether or not the turf surface is being irrigated evenly, with an appropriate amount of water.
- Each sports field or play area shall be inspected for the condition of turf grass cover. Uniform thinning shall be corrected over the entire area with additional seeding. If thinning or bare spots occur in isolated areas, those areas shall be replanted.

23.2 Maintenance

Consultant shall provide all labor and materials necessary for the upkeep of all sports fields and play areas. Since sports fields are high use facilities, maintenance must be performed during short breaks in athletic scheduling to accomplish required turf care. Consultant shall provide additional labor as required to accomplish these tasks. A special provision of sports field maintenance includes aeration as follows:

- Aeration shall be scheduled to precede rejuvenation operations and prior to pre-emergent applications.
- Aeration shall occur six (6) times per year. This shall be accomplished by making three passes at right angles to one another, at a 3" minimum core depth, with a maximum spacing between holes of 3". It may be necessary to collect and remove aeration cores at select athletic fields.
- Deep tine aeration or fracture aeration shall occur (3) times per year. This shall be accomplished by making three passes at right angles to one another, at a 6" minimum core or blade depth.

23.3 Renovations (Natural Turf Applications)

- All major renovations shall occur in accordance with the available maintenance window for downtime.
- Renovations may require total rut filling and reseeding or sodding in thinning or bare areas.
- Topdressing of the entire playing surface shall be done on an annual basis during field downtimes. Consultant shall provide and apply topdressing with the appropriate equipment. Consultant is responsible for providing such equipment.
- Winter over seeding shall be performed by the Consultant on all passive turf and sports turf areas to ensure a green and clean year-round look. Over seeding shall be with perennial rye seed mix or an approved equal, which shall be used in accordance with the manufacturer's recommendations.

24. LITTER AND DEBRIS / CLEAN-UP

All litter shall be collected as often as necessary to maintain a litter-free environment. This includes all weekend picnic pavilion rentals. Consultant shall not blow grass cuttings/debris into public streets or gutters without immediately sweeping or vacuuming such matter out of the public streets or gutters. All debris generated adjacent to landscape areas (i.e., sidewalks, streets, gutters) shall be removed.

Consultant shall remove all debris resulting from its operations and dispose of it off-site (not in the landscaping areas) at the time of occurrence. All grass clippings shall be picked up after each mowing or trimming operation. All debris resulting from any of the Consultant's operations shall be removed and disposed of by the Consultant. No debris may remain in the landscaping areas at the end of the workday.

All walkways shall be kept clean and clear of debris and plant growth at all times. Care shall be taken not to create unnecessary hazards to foot traffic.

25. EQUIPMENT

The equipment provided by the Consultant for landscape maintenance operations shall be consistent with the current standards in the industry and shall be subject to the approval of the Director or his designee. Machinery, equipment, tools and supplies shall be clean, modern, and maintained in good mechanical, proper working, condition at all times. Equipment may be owned or rented by the Consultant. All equipment shall receive scheduled preventive maintenance to

promote equipment reliability and ensure optimum performance at all times. Any piece of equipment deemed unsatisfactory by the Community Services Superintendent or Public Works Superintendent shall be repaired or replaced immediately.

The following is a list of minimum equipment required for the duration of the Agreement.

- (5) Leaf Blowers – Various gas powered, handheld and backpack, ECHO
- (5) Hedge Trimmers – 25.4cc engine, 20in double sided double reciprocating razor edge blades, 59-inch shaft, gas powered, ECHO
- (2) 24-inch double sided double reciprocating razor edge blades, ECHO
- (5) Weed Trimmers – 25.4cc engine, gas powered, ECHO
- (5) 28.1cc engine, gas powered, ECHO
- (3) Chainsaws – 33.4cc engine, 12-inch, 14-inch, 16-inch bar lengths, gas powered, ECHO
- (5) Mowers 21-inch commercial hi-vac bagger, 6hp, self propelled, TORO
- (1) Mower – 21-inch commercial reel mower, 1/16-inch height of cut, 3.7hp, TORO
- (1) Mower – 48-inch commercial walk behind, 16hp, SCAG
- (1) Mower – 72-inch commercial riding mower, 28hp, KUBOTA
- (1) Mower – 18hp commercial riding reel mower, 30-inch blade reels, JOHN DEERE
- (2) Edgers – 148cc, 10-inch cutting blade, 3x7-inch wheels, edges and trims, POWER TRIM
- (1) Aerator – 4hp, 25-inch aerator width, 3-inch coring depth, gas powered, BLUEBIRD
- (1) Aerator – deep tine, 54-inch aerator width, 10-inch depth capacity, towable, TORO
- (1) Aerator – 60-inch aerator width, 4-6-inch slicing capacity, towable, JOHN DEERE
- (1) Dethatcher – gas powered, walk behind, 22-inch width, flail blade reel, 5.5h, BLUEBIRD
- (1) Topdresser – 20.3cu ft heaped load capacity, chain driven conveyor belt, 60-inch wide application, towable, EARTH AND TURF MULTISPREAD 200
- (2) Broadcast Spreaders – push behind, 100lb hopper capacity, EARTHWAY
- (4) Broadcast Spreaders – hand held, 25lb hopper capacity, EARTHWAY
- (5) Backpack Sprayers – 4 gallon backpack sprayer, 70lb PSI, 47-inch hose, SP SYSTEMS
- (1) Tank Sprayer – 50 gallon, towable, REARS
- (1) Cultivator/Tiller – walk behind, 4-10 toothed steel tines, 21.2cc engine, ECHO
- (1) Trencher – walk Behind, 18hp, 36-inch dirt chain, DITCH WITCH
- (1) Pressure Washer – gas Powered, 2,750PSI, 2.5GPM, 25 ft hose, MAXUS

Nothing herein shall preclude the Consultant from substituting other equal equipment due to maintenance or other factors so long as prior City approval is obtained

All equipment shall be available for inspection by the City upon twenty-four (24) hours' notice to the Consultant. Any piece of equipment deemed by the City to be unsafe shall be removed from the job site immediately.

26. REPORTS AND SCHEDULES

Consultant shall submit reports and schedules to the City, as requested in other provisions of these Maintenance Standards, and as outlined below. Failure to submit any such reports or schedules in a timely manner may result in a charge or deduction to the Consultant, pursuant to

the Agreement. Such reports and schedules must be detailed and thorough and shall include, but not be limited to, the following:

- Suggestions for improving problem areas.
- Reports of work and or improvements planned.
- Monthly Maintenance Schedule(s) in a weekly time format.
- Pesticide Use Reports (submitted monthly).
- Accident Reports (submitted immediately).
- Incident Reports (submitted monthly).
- Hazard Reports (reported immediately, forms submitted monthly).

ATTACHMENT 'A' – GENERAL AND TECHNICAL PROVISIONS
for AREA 2 -- MEDIANS AND RIGHT-OF-WAYS (ROW)

GENERAL PROVISIONS

1. TERMS AND DEFINITIONS

Whenever in the *General Provisions* or *Technical Provisions* the following terms are used, they shall be understood to mean and refer to the following:

CITY	CITY OF LEMON GROVE, acting through properly authorized agents, such agents acting within the scope of the particular responsibilities entrusted to them.
CITY COUNCIL	CITY COUNCIL of the City of Lemon Grove.
DIRECTOR	City of Lemon Grove ASSISTANT CITY MANAGER / PUBLIC WORKS DIRECTOR, acting either directly or through properly authorized agents, such agents acting within the scope of the particular responsibilities entrusted to them.
COMMUNITY SERVICES SUPERINTENDENT	City of Lemon Grove Community Services Superintendent, acting either directly or through properly authorized agents, such agents acting within the scope of the particular responsibilities entrusted to them.
CONSULTANT	CONSULTANT and/or any person or subcontractor employed by the Consultant and working under this Agreement and agreement.
AS-NEEDED:	The intent is to permit the City to receive services beyond the scheduled frequencies on an occasional basis. Should a service be needed on a consistent basis the City shall amend the Agreement with the Consultant subject to approval by City Council.

Other terms appearing in the *General Provisions* or *Technical Provisions* shall have the intent and meaning specified therein.

2. LOCATIONS OF WORK

The Work shall be performed at various City medians and right-of-ways, including gateways as specified herein and may at times include other locations if deemed necessary by the City.

3. CONSULTANT'S PERSONNEL

Consultant shall furnish sufficient supervisory and working personnel capable of promptly accomplishing to the satisfaction of the Director and on schedule all Work required under this Agreement. Personnel shall have knowledge and experience with all types of irrigation and landscape maintenance components to include, without limitation: irrigation control clocks, valves, pumps, and sprinkler heads. Personnel shall be familiar with all brands and models of irrigation equipment used within the City of Lemon Grove areas. Irrigation technicians must be able to write and communicate in English.

The City of Lemon Grove is not responsible for the actions of the Consultant or its personnel. The City of Lemon Grove shall not be liable for any damages, including but not limited to, property damage, personal injury, or death, arising from the actions of the Consultant or its personnel.

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clothed in suitable attire that bears the Consultant's name or identifying mark. Personnel fully clothed and wearing a safety vest with company identification on the back will be considered sufficient.

The Director may require the Consultant to remove from the work site(s) any employee(s) deemed careless, incompetent, or who is an annoyance to the public.

Consultant shall publish and distribute to all employees, workers and subcontractors (hereinafter worker) a statement notifying worker that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited. Any worker under the effect or residual effect of such controlled substance is considered a hazard and shall be removed from the job site immediately. This notice shall state that the worker has an obligation to abide by the terms of this Agreement and to notify the Consultant in writing of any violation of a criminal drug statute occurring in the workplace or at the job site. Consultant shall notify City of such incident and take appropriate action within thirty (30) days. Consultant is responsible to see that this requirement is included in all subcontractor contracts.

4. **COMMERCIAL MOTOR VEHICLE SAFETY ACT OF 1986, AS AMENDED**

Consultant shall comply with the Commercial Motor Vehicle Safety Act of 1986, as amended, including, but not limited to, pre-employment, reasonable suspicion, random and post-accident testing of operators of commercial motor vehicles for use, in violation of law or Federal regulations, of alcohol or controlled substances. (49 USC § 2701 *et seq.*)

5. **COMPLIANCE WITH ENVIRONMENTAL REGULATIONS**

Consultant shall comply with all Environmental Regulations in the performance of the Work or any portion thereof, and shall indemnify the City in accordance with Section 18 of this Agreement for any and all claims of any type in any way relating to or arising from Consultant's performance of the Work under this Agreement. Consultant shall immediately notify the City in the event any violation of any Environmental Regulation is reasonably suspected to have occurred. For purposes of this Section, the term "Environmental Regulations" means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances. The term "Hazardous Substances" means (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Project or to persons on or about the Project or (ii) cause the Project to be in violation of any Environmental Regulation; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "waste," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," or "toxic substances" or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 USC §§ 9601 *et seq.*; the Resource Conservation and Recovery Act (RCRA), 42 USC §§ 6901 *et seq.*; the Hazardous Materials Transportation Act, 49 USC §§ 5901 *et seq.*; the Federal Water Pollution Control Act, 33 USC §§ 1251 *et seq.*; the California Hazardous Waste Control Law (HWCL), Cal. Health & Safety Code §§ 25110 *et seq.*; the Hazardous Substance Account Act (HSAA), Cal. Health & Safety Code §§ 25110 *et seq.*; the Underground Storage of Hazardous Substances Act, Cal. Health & Safety Code §§ 25170 *et seq.*; the Porter-Cologne Water Quality Control Act (the "Porter-Cologne Act"), Cal. Water Code §§ 13000 *et seq.*; the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65), and Title 22 of the California Code of Regulations, Division 4, Chapter 1, or any other federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to material or substance exposure to which is prohibited, limited or regulated by any governmental authority or agency, or may or could pose a hazard to the health and safety of the occupants of the Project or the owners and/or occupants of property adjacent to, or situated on, the Project, or any other person coming upon the Project or adjacent property, or may or could cause other materials or substances which may or could pose a

hazard to the environment

6. AVAILABILITY / RESPONSIVENESS OF CONSULTANT

Consultant shall maintain a business office with a competent company representative who can be reached during normal working hours, as defined hereunder, and who is authorized to discuss matters pertaining to this Agreement with the Director or his representative. An answering service in conjunction with a pager for the designated company representative would fulfill this requirement provided that all calls from the Director are returned within a one-hour period. All supervisors and acting supervisors shall be outfitted by the Consultant with a portable personal communication device capable of transmitting and receiving phone calls from anywhere (not a calling card).

At all times during the term of this Agreement, the Consultant shall provide the City with name(s) and phone number(s) of person(s) representing the Consultant for 24-hour emergency response, seven (7) days per week. Should this information change, the City must be notified in writing within 12 hours after said change. The City will, in turn, provide the Consultant its emergency contact information.

6.1 Normal Response

Consultant shall be on site to perform non-emergency services, as requested by the Community Services Superintendent and/or his designee within 72 hours after the request is made by the City.

6.2 Emergency Response

An emergency can be defined per City's request or public health and safety matters including but not limited to broken water mains, stuck valves, threat to private property resulting from the Consultant's operations, fallen trees, natural disasters, etc.

In the event that emergency response is required, Consultant shall respond within two (2) hours of notification, either written or verbal by the Director, and be on site within four (4) hours after initial notification to perform the Work. Consultant's vehicle shall carry sufficient equipment to control traffic (barricades, delineators, and cones, etc.). When Consultant personnel arrives at the site, Consultant personnel shall set up traffic warning and control devices and any other safety devices, if deemed necessary, and proceed with remedial action after contacting the Community Services Superintendent.

7. SCHEDULING

General

General work (determined by the City and Consultant together) shall be performed in accordance to the Activity Schedule (Attachment 'C') contained herein. As-needed work shall be requested by Work Order(s) issued by the Community Services Superintendent and/or his designee in verbal, written or web-based form. All work shall be scheduled in a manner that minimizes inconvenience to City staff, the public and recreational uses of the facilities and designed to maintain the sites in safe condition and in accordance with highest industry standards. Precautions shall be taken so that nuisance noise, dust and waste are not created during the Work.

The amount of time needed to complete each Work Order will be determined by the City and/or the Consultant.

7.2 Hours of Work

Work performed under this Agreement shall be Monday through Friday, 7:00 AM to 5:00 PM in all areas except Lemon Grove's major arterials and collector streets (a.k.a. circulation element streets) which shall be Monday through Friday 8:00 A.M. to 3:30 P.M. The following instances are exceptions:

- a. Emergency repairs requested by the City
- b. Any and all steps necessary to protect City employees and/or the public from a dangerous condition

7.3 Liquidated Damages for Deficient Work

In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Consultant shall pay to the City as fixed and liquidated damages, and not as a penalty, the following sums for failure to properly complete work pursuant to this Agreement. In the event this is not paid, the Consultant agrees that the City may deduct that amount from any money due or that may become due the Consultant under this Agreement. City will advise Consultant verbally or in writing each time performance is unsatisfactory and corrective action is necessary.

- a. Performance Deficiency – \$250 per instance per work day
Some examples include: failure to comply with conditions, specifications, reports, schedules and/or directives from City representatives.
- b. Inadequate Equipment – \$250 per instance per work day
Failure to provide adequate equipment resources in compliance with specifications, as directed by the City.
- c. Public Safety – \$250 per instance per work day
Failure to protect public health and/or correct safety concerns, including but not limited to inspecting City property for hazards, responding to emergencies and providing adequate traffic control measures (per WATCH guidelines)
- d. Irrigation Deficiencies - \$250 per occurrence
Failure to repair major irrigation deficiencies within (12) hours after notification.
- e. Improper Horticultural Practices -- \$250 per occurrence
Failure to implement proper horticultural practices, including but not limited to: failure to mow/edge/sweep/pick up trash/debris, rototill/tot lots, apply chemicals and prune in an approved professional manner
- f. Delayed Response to City's Page - \$250 per occurrence
Failure to respond during working hours within one (1) hour after being called.

8 CHANGES IN WORK

The City may, at any time, add or delete work items or assign new priorities. The final modification to the original scope of work shall be the quantity or duration of the work to be performed. The City may, at any time, add or delete work items or assign new priorities. The final modification to the original scope of work shall be the quantity or duration of the work to be performed.

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action shall be binding upon both parties. Should any Agreement item be deleted in its entirety, payment will be made only for actual costs incurred prior to notification of such deletion.

The City reserves the right to increase or decrease the Agreement quantities by up to fifty percent (50%) per year without renegotiating the unit cost. Additional work will be compensated at the unit cost bid for each item of work so long as such additional work does not exceed fifty percent (50%) of the estimated annual quantity.

Regardless of the change, all changes made to the Agreement Documents, whether it is character of the Work or quantity of the Work, must be agreed upon, in writing, by both Director and Consultant and implemented with a Change Order. Change Orders shall include a brief description of the change, dollar value of the change, and any adjustments in Agreement time, if applicable. If no prices are named in the Agreement to cover such changes or alterations, the cost of such changes shall be determined by agreement between the Director and the Consultant. If an agreement cannot be reached, such changes causing an increase in work shall be covered as hereinafter provided for as Extra Work. Decreases in work shall be negotiated by the Director and the Consultant.

9. TEMPORARY SUSPENSION OF WORK

The City shall have the authority to suspend the Work wholly or in part, for such period as the City deems necessary, due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable prosecution of the Work, or for such time as the City may deem necessary due to the failure on the part of the Consultant to carry out orders given or to perform any provisions of the Work or otherwise. Consultant shall immediately comply with the written order of the City to suspend the Work wholly or in part, and shall not resume the Work until ordered to do so in writing by the City.

In the event that a suspension of Work is ordered because of failure on the part of the Consultant to carry out orders given or to perform any provisions of the Work, such suspension of Work shall not relieve the Consultant of its responsibility to complete the Work within the time limits set forth in the Agreement Documents, and shall not be considered cause for extension of the time for completion and further, such suspension of Work shall not entitle the Consultant to any additional compensation.

10. INSPECTION

All work shall be subject to the approval of the City and any work in need of correction because of improper or unsatisfactory preparation or workmanship shall be corrected by Consultant to the satisfaction of and at no cost to the City.

Consultant will have two (2) days from the time of notification to correct improper or unsatisfactory work notwithstanding that such defective work had been previously overlooked by the Director or paid for previously. In the event said work is not corrected within the time specified above and in addition to any other actions/remedies permitted by law, City shall have the right to complete the work to its satisfaction and shall deduct the cost to correct same from Consultant's invoice.

11. MATERIALS

Quantity of Materials and Source of Supply

Materials covered by the Agreement shall be furnished by the Work owner in accordance with the quantities specified in the Agreement documents. The quantities specified in the Agreement documents shall be the basis for the Consultant's estimate of the cost of the Work. The Consultant shall be responsible for obtaining the materials and for the cost of the materials. The Consultant shall be responsible for obtaining the materials and for the cost of the materials. The Consultant shall be responsible for obtaining the materials and for the cost of the materials. The Consultant shall be responsible for obtaining the materials and for the cost of the materials.

editions of citations noted above including amendments specified or where editions are not specified, shall conform to the editions including amendments in effect on the date of the Request for Proposals.

11.2 Preference for Materials

Whenever in the Agreement Documents any material, process, or article is indicated or specified by grade, patent or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of the material, process, or article desired and shall be deemed to be followed by the words "or equal," and Consultant may, unless otherwise stated, offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified. If material, process, or article offered by Consultant is not, in the opinion of the Director, substantially equal or better in every respect to that specified, then Consultant shall furnish material, process, or specified. Burden of proof as to equality of any material, process, or article shall rest with Consultant. Consultant shall submit request together with substantiating data for substitution of an "or equal" item within ten (10) working days prior date of contract award. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of this Agreement.

11.3 Defective Materials

All materials not conforming to the requirements of the Agreement Documents, or to any provision of the Agreement Documents, shall be considered as defective, and all such materials, whether in place or not, shall be rejected and shall be immediately removed from the site of the Work unless otherwise permitted by the City.

No rejected materials, the defects of which have been subsequently corrected, shall be used until approval in writing has been given by the City. Upon failure on the part of the Consultant to comply with any order of the City made under the provisions of this section, the City shall have the authority to remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due the Consultant.

12. SAFETY REQUIREMENTS

All work performed under this Agreement shall be performed by qualified landscape maintenance workers and irrigation technicians who, through related training or on the job experience, or both, are familiar with the practices and hazards of horticulture and the equipment used in such operations. Work shall be done in such manner as to ensure maximum safety to City personnel, the public and employees of the Consultant. Where applicable, Consultant shall comply with all safety standards established by California Occupational Safety and Health Administration (CAL OSHA). Consultant shall immediately cease any act or action if the Director or his designee determines that unsafe acts are occurring and orders that such act or cease.

adjacent structures or property, the Director or his designee will order Consultant to provide a remedy for the unsafe condition. If Consultant fails to remedy the unsafe condition within the amount of time set forth herein, the Director or his designee may provide suitable protection to said situation by causing such work to be done and material to be furnished as may seem reasonable and necessary.

12.1 Accident Reporting

Consultant shall immediately notify the Community Services Superintendent and/or City personnel of any accident, regardless of whether or not injury or damage is evident, involving the public and Consultant's staff, vehicles, and/or equipment. Consultant shall, if needed, assist the public by summoning emergency assistance while at the site.

Consultant shall cooperate fully with City in the investigation of any injury or death occurring at any site, including the provision of reports and/or documentation as requested by the City.

13. PROJECT SITE MAINTENANCE

13.1 Sound Control Requirements

Consultant shall comply with all local sound control and noise level rules, regulations and ordinances, which apply to any work performed pursuant to the Agreement.

13.2 Right-of-Ways (ROW)

No work may be performed in any public right-of-way without permission from the Community Services Superintendent or his representative. Traffic control required by such Work shall be in accordance with the latest edition of the State of California's Manual of Traffic Controls for Construction and Maintenance Work Zones. Copies of this manual can be secured from the State of California - Department of Transportation (CALTRANS).

Consultant shall immediately cease any act or action if the Community Services Superintendent determines that unsafe acts are occurring and orders that such act or action cease. Consultant personnel doing work in public streets or public right-of-ways shall:

- Obtain all necessary permits, including Encroachment Permits which are fee free.
- Provide 24-hour advance notification to all affected agencies including the following departments and public transit:
 1. Lemon Grove Sheriff's Station: (619) 337-2000
 2. Lemon Grove Fire Department: (619) 825-3835
 3. Lemon Grove School District: (619) 825-5600
 4. San Diego Metropolitan Transit System: (619) 448-2720
- Coordinate the Work with all affected agencies and the public.
- Inform occupants of abutting properties, by written notice, of access limitations made necessary by the Work.
- Install and maintain required traffic control devices.
- Provide flag persons when required.
- Schedule and expedite the Work to cause the least inconvenience to the public.
- Provide adequate safeguards for work areas and the general public.

- Assure that any person working in or adjacent to a traveled roadway wears a safety vest as required for flag persons
- Patrol the maintenance site to ensure that all devices are in place and operating at all times
- Remove traffic control devices when they are no longer needed
- Provide a detour map and/or traffic maintenance plan forty-eight (48) hours in advance of starting work to the Community Services Superintendent
- Remove all vehicles from City streets at the end of the work day. Consultant is not permitted to leave vehicles parked on City streets over night.

13.3 Traffic Control

Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. If parking is to be prohibited during work, "No Parking" signs shall be installed forty-eight (48) hours prior to work commencing.

Consultant shall provide and maintain adequate barricades and warning devices, per the latest edition of State of California's Manual of Traffic Controls for Construction and Maintenance Work Zones. Copies of this manual can be secured from the State of California - Department of Transportation (CALTRANS)

13.4 Survey Monuments and Stakes

Consultant acknowledges that survey monuments and stakes may exist upon certain property and parcels. Consultant must ascertain, prior to doing any work thereon, the locations of such monuments or stakes, and take necessary precautions to avoid their dislocation, removal or destruction. Any survey monuments or stakes that may be disturbed, damaged or destroyed by the Consultant or his employees shall be reset by a registered civil engineer or licensed surveyor at the Consultant's expense, forthwith, upon demand by the Director.

Consultant is responsible for determining property lines prior to commencing Work. No payment will be made for work done on the wrong parcel(s). The City will not be responsible or held liable for any work performed beyond the boundaries of subject parcel(s).

13.5 Existing Irrigation

Any irrigation systems that are damaged or altered in any way, as a result of the performance of work under this specification during the term of the Agreement shall be repaired or replaced in kind and in an approved manner. All work of this kind shall be performed by the Consultant at no cost to the City, and shall be supervised by the Director. Irrigation repairs shall be made immediately after damage to the system occurs, unless otherwise directed. If the Consultant does not make repairs within the direction of the Director, deductions shall be made from the contract payment at a sufficient amount to cover the cost of repairs, as determined by the Director.

13.6 Existing Structures, Signs and Facilities

Consultant shall be responsible for the protection of existing structures, signs and facilities. If any damage to existing structures, signs or facilities occurs as a result of the performance of work under this specification during the term of the Agreement, the Consultant shall be responsible for the repair or replacement of the damaged structure, sign or facility, at no cost to the City. The Consultant shall be responsible for the protection of existing structures, signs and facilities. If any damage to existing structures, signs or facilities occurs as a result of the performance of work under this specification during the term of the Agreement, the Consultant shall be responsible for the repair or replacement of the damaged structure, sign or facility, at no cost to the City. The Consultant shall be responsible for the protection of existing structures, signs and facilities. If any damage to existing structures, signs or facilities occurs as a result of the performance of work under this specification during the term of the Agreement, the Consultant shall be responsible for the repair or replacement of the damaged structure, sign or facility, at no cost to the City.

structures, signs or facilities that are damaged or lost as a result of Consultant's performance at no cost to City.

13.7 Existing Utilities

Power, cable television, and telephone lines, water lines, gas lines, underground utility conduits and miscellaneous pipelines are within and/or run adjacently to roadway right-of-ways.

Consultant shall take steps to contact the owner(s) of all overhead utilities prior to doing work that may damage such utilities or interfere with their service. If Consultant makes no attempt to contact owner(s) or otherwise operates in an imprudent manner, as determined by the Community Services Superintendent and/or his designee, the repairs to damaged utilities in the course of work shall be Consultant's responsibility and all costs resulting thereby shall be borne by Consultant.

Consultant shall take steps to determine the exact location of all underground facilities by contacting Dig Alert at 1-800-422-4133, prior to doing work that may damage such facilities or interfere with their service. If Consultant makes no attempt to locate underground facilities or otherwise operates in an imprudent manner, as determined by the Community Services Superintendent and/or his designee, the repairs to damaged facilities in the course of work shall be Consultant's responsibility and all costs resulting thereby shall be borne by Consultant.

All facilities and/or utilities shall be carefully uncovered if located within the lines of excavation and time shall be allowed for the Community Services Superintendent and/or his designee to field check the location of such utilities to make certain that they will not interfere with the proposed improvements. In the event the utility conflicts with the proposed improvements, City will either arrange for the utility owner to relocate the utility as necessary to clear the proposed improvements, or adjustments in the grade of the proposed improvements or appurtenances may be made by the Community Services Superintendent and/or his designee.

Facilities either permanently or temporarily relocated, or supported by the owner shall be protected in place by Consultant.

Owners of the various utilities are as follows.

UTILITY	OWNER
Gas Transmission Lines	San Diego Gas & Electric
Electric Power Line	San Diego Gas & Electric
Sewer	Lemon Grove Sanitation District
Telephone Facilities	AT&T
Television Cable	Cox Cable
Water and Sewer	Helix Water District

13.8 Damage by Consultant

All damage to existing facilities caused by the Consultant shall be repaired or replaced at the Consultant's sole expense. All such repairs or replacements shall be completed within the time limits specified by the City.

14. HAZARDOUS CONDITIONS

14.1. If a hazardous condition is detected by the Consultant, the Consultant shall immediately report the hazardous condition to the City and the City shall immediately report the hazardous condition to the appropriate authority. The Consultant shall immediately report the hazardous condition to the City and the City shall immediately report the hazardous condition to the appropriate authority. The Consultant shall immediately report the hazardous condition to the City and the City shall immediately report the hazardous condition to the appropriate authority.

Consultant and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each employee employed by him or her in connection with the Work.

The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Consultant on the following basis:

- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- b. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial relations
- c. A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Consultant, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Consultant.

Consultant shall file a certified copy of the payroll records with the entity that requested the records within ten (10) days after receipt of a written request.

Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Consultant awarded the Agreement or performing the Agreement shall not be marked or obliterated.

Consultant shall inform the City of the location of the records, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this section, the Consultant shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Consultant must comply with this section. Should noncompliance still be evident after the ten (10) day period, the Consultant shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

Report of a subcontractor's violation of this section shall be subject to a fine of \$25 for each worker. The fine shall be paid by the subcontractor to the City, the Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards.

For the purpose of this section, the term "subcontractor" shall mean any person or entity who is not the Consultant but who is a party to a subcontract with the Consultant.

15.4 Apprentices

Attention is directed to sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 *et seq.* Consultant shall abide by all requirements with respect to the employment of apprentices on Public Works projects

15.5 Workers' Compensation

Pursuant to the requirements of section 1860 of the Labor Code, the Consultant will be required to secure the payment of workers' compensation to his or her employees in accordance with the provisions of section 3700 of the Labor Code

Prior to the commencement of work, the Consultant shall sign and file with the Director a certification in the following form:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Agreement."

Said certification is included in the Agreement and signature and return of the Agreement shall constitute signing and filing of the said certificate

Approval of any insurance contracts by the City does not relieve the Consultant or subcontractors from liability. The City will not be liable for any accident, loss, or damage to the Work prior to its completion and acceptance

TECHNICAL PROVISIONS

SUMMARY

These Maintenance Standards are applicable to all City maintained landscaping areas within the City of Lemon Grove (also referred to in these standards and the agreement as "Landscaping"). Consultant shall be solely responsible for developing and implementing a landscape maintenance plan/program which is in compliance with these minimum Maintenance Standards. The quality of all maintenance will be continually evaluated for satisfactory progress. It is the Consultant's responsibility to integrate innovative and progressive elements of superior landscape and facility maintenance and the objectives as set forth in these Maintenance Standards.

Consultant shall furnish all labor, equipment, materials, tools, services, and special skills required to perform the maintenance activities, with exception of irrigation supplies, as set forth in these Landscape and Horticultural Maintenance Standards with the highest quality and performance, Best Management Practices (BMP's), and safe work practices.

Maintenance of the City's Landscaping shall include, but is not limited to, all landscaped areas, right-of-way areas, and other City landscaped areas, walkways, plazas, sports facilities playgrounds (maintenance and cleaning of surfacing), points of access and entry, associated parking area(s) not including street sweeping, dumpster enclosures and all products and ancillary amenities and items necessary to operate efficiently.

Maintenance of the associated landscape shall include, but is not limited to: natural turf mowing, edging, trimming, pruning, fertilization, aeration, weed control (both in hardscape and landscaped areas), cultivation, pest control, minor tree pruning, de-thatching, turf and sports field renovations, plant replacements, application of mulch, sidewalk and hardscape cleaning, routine care and restocking of pet disposal dispensers and stations, litter control, trash removal, graffiti removal and cover-up (when requested), irrigation system management, repair and maintenance, sports field maintenance, and proactive water conservation through irrigation management and general site inspections.

Consultant shall submit an updated "Maintenance Schedule" to the City each month, outlining the scheduled maintenance and renovation functions for each landscape area, including all elements within these standards and any other feature that falls within the responsibility of the Consultant.

16 TREES

Trees shall be planted, maintained, trimmed, and cared for with strict accordance to the standards of the International Society of Arboriculture.

17 PEST CONTROL

Consultant shall provide complete and continuous control and/or eradication of all plant pests and diseases through proactive Integrated Pest Management (IPM). IPM is defined as the use of different techniques in combination to control pests, with an emphasis on methods that are least injurious to the environment and most specific to the particular pest. Consultant shall obtain any necessary recommendations from a Pest Control Advisor. Consultant shall be licensed and certified by the State of California to issue written pest control recommendations and have all necessary permits to comply with City, County, State, or Federal regulations or laws to perform such control and eradication. Consultant shall be responsible for submitting current copies of all such licenses and permits to the City.

insects, mites, snails, sow bugs, gophers, rats, squirrels and mice and treatments shall be made proactively to reduce infestations

18. WEED CONTROL

Weeds must be removed upon appearance. Selective post emergence herbicides shall be used to kill weeds. Consultant shall not proceed with a treatment except as recommended by a Pest Control Advisor in writing

All creeping grasses, as well as broadleaf weeds, shall be kept out of shrubs and groundcovers. Broadleaf weeds in the turf areas shall be removed selectively, without injury to the lawn grass other than slight, temporary discoloration. Grass weeds in lawns shall be controlled with selective post-emergence herbicides.

Weeds not killed with herbicides shall be removed manually. However, manual weed control shall not be substituted for herbicide applications. Turf and other plants killed by weeds, chemicals, etc. shall be replaced at the Consultant's sole expense. All replacements must be made immediately upon the realization that replacement is appropriate

19. FERTILIZATION

Apply fertilization in accordance with regionally accepted horticultural practices and standards, or as otherwise directed by the City. All fertilization shall occur in an effort to maintain a green, healthy, viable landscape condition

Fertilizers shall be inorganic, dry, pelletized formulation. Upon recommendation by the City, organic fertilizers may be required in certain locations. Application shall be in accordance with manufacturer's specifications or as otherwise directed by the City.

When climatic factors cause problems from the general use of fertilizers, an adjustment of the fertilizer schedule may be necessary. After fertilizer application, the Consultant shall monitor the watering schedule to eliminate runoff or leaching of fertilizer materials.

20. IRRIGATION OPERATION AND MAINTENANCE

All turf and landscaped areas shall be irrigated as required to maintain top-quality growth and appearance. All irrigation systems shall be tested and inspected as often as necessary to ensure that all irrigation systems and field elements are regularly operating at 100% of the design standards

Irrigation maintenance shall include, but not be limited to, operation of the irrigation system, adjustments, repairs, modifications, improvements, testing, analysis, handsets, vandalism and other work as required. Flood irrigation or disabling systems in lieu of commencing and completing repairs is not allowed

The irrigation system shall be tested and inspected

AREA 2 – Medians and Right-of-Ways (ROW)					
Site	Location	Type	Qty	Water	# Stations w/in Controller
1	Broadway Downtown	Leif 4000 (solar)	1	Potable	5
2	Broadway (Hollywood Video / GTM)	Rainmaster Sentar	1	Potable	1
3	Broadway (Home Depot)	Hunter (Battery)	1	Potable	1
4	Broadway (Food 4 Less)	Hunter (Battery)	1	Potable	1
5	Broadway (El Pollo Loco / Burger King)	Hunter (Battery)	4	Potable	1 each clock
6	College Avenue	Rainbird ESP-12MC	1	Potable	2
7	Massachusetts Avenue	Rainmaster Sentar	1	Potable	1
8	LGA (Antique Row)	Rainbird	1	Potable	6
9	LGA (99 Cent Store)	Rainbird	1	Potable	13
10	LGA (Mount Vernon – Massachusetts)	Calsense ET2000e	1	Potable	19
11	Lemon ROW	Rainbird ESP-4MC	1	Potable	2
12	Lester Avenue Breezway	Rainbird ESP-24MC	1	Potable	14
13	Lester Avenue Parking Lot	Rainbird ESP-8MC	1	Potable	5
TOTAL CONTROLLERS			16		

20.1 Water Conservation

Consultant shall take the necessary precautions to ensure that irrigation systems do not function during or immediately after periods of rainfall and times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of top quality horticulture and maintenance practices. Weather data and evapo-transpiration (ET) rates for irrigation scheduling are provided through California Irrigation Management Information System (CIMIS).

20.2 Irrigation Malfunction

Consultant shall record and take timely corrective action for all irrigation system malfunctions, damages, and obstructions including but not limited to:

- Repair malfunctioning controllers, solenoid couplers, and manual or automatic valves and sprinkler heads within forty-eight (48) hours after receipt of verbal or written notice of malfunction, or as discovered if no notice is necessary to complete repairs. Systems must be shut down on the day of a valve failure. All replacements shall be with original type and model material unless a substitute is approved by the City.
- Consultant will be required to repair and/or leaks, repair and replace all control valves, and notify City of such repairs. Mainline systems must be shut off at time of notification and repaired within 48 hours. Malfunctioning valves must be shut off at time of notification and repaired or replaced within 48 hours. All efforts must be made to repair valve before replacement is approved. The City will provide irrigation repair parts.

20.3 Irrigation Controller Programs

Irrigation controller programs shall incorporate the following conditions.

- Meet all City water conservation and National Pollutant Discharge Elimination System (NPDES) requirements
- Coordinate all irrigation system operations with the City's Parks and Landscape Supervisor so as not to conflict with the centralized irrigation system (Calsense)
- Maximize repeat operations (where and when possible).
- Minimize station run times
- Reflect actual evapo-transpiration (ET) requirements.
- Reflect actual requirements of soil and plants.
- Provide sufficient time for soil to dry out between irrigations.
- Maximize community use of City turf areas.

21. TURFGRASS (Non-sports turf)

21.1 Watering

A sufficient watering program is required based on the needs of the turf species and the season. At a minimum, the Consultant shall omit irrigation the night prior to occurrence of turf mowing. Manual watering of deficient coverage areas is mandatory.

21.2 Mowing

- The mowing standard shall be to maintain a typical uniform turf height of no less than 1" and no more than 3" at all times for passive turf. One acceptable method would be to mow and edge passive turf areas weekly during the period of March 1 to November 1 and once every other week during the period of November 1 to March 1. Consultant shall maintain cool season turf grass at 2 ½" during warm seasons and reduce to 2" during winter or cooler seasons.
- In warm seasons, common Bermuda shall be mowed to a height not exceeding 1", hybrid Bermuda to a height between ½" to ¾". Consultant shall always avoid removing more than one-third of the leaf blade area at any one time.
- Turf shall be mowed with power-propelled mowers equipped to mow and collect clippings in one operation. Rotary mowers shall be used to mow tall fescue or other cool-season turf areas. Reel mowers are required to mow Bermuda grass areas. The City may, in some instances, allow mowing without the attached collection device to recycle organic material into the soil, providing that the machine is equipped with approved safety features. The mowers shall be maintained and sharpened to provide a smooth, even cut, without tearing off the leaf blade. The reel blade and adjustment shall provide a uniform, level cut, without ridges or depressions.
- Consultant shall not mow areas that are wet. Consultant shall alternate mowing patterns, whenever possible, to prevent wheel ruts. If ruts are made, the Consultant shall promptly make repairs at the Consultant's sole expense.

21.3 Training and Education

Consultant shall provide training to City staff on the basic types of turf grasses and the proper mowing techniques for each type of grass. Training shall cover the proper use of mowing equipment and the importance of maintaining proper mowing techniques to avoid damage to the turf. Training shall be provided by the Consultant's staff or a properly deputized staff member.

All turf grass contiguous to hardscape shall be edged with a walk-behind, blade-type edger.

Consultant shall exercise extreme care when using string trimmers to prevent damage to building surfaces, walls, header board, light fixtures, signage, trees, etc. String trimmers shall not be used around trees or wooden park signs and are not acceptable for edging.

21.4 Weed Control

Consultant shall maintain weed-free turf at all times, by chemical and/or mechanical means. Pre-emergent herbicides shall be applied to control crabgrass in all turf areas. Consultant shall be especially careful when applying chemicals to control weeds, due to possible damage to the lawn. Before such applications are made, the turf must be well established and in vigorous condition.

22. LITTER AND DEBRIS / CLEAN-UP

All litter shall be collected as often as necessary to maintain a litter-free environment. This includes all weekend picnic pavilion rentals. Consultant shall not blow grass cuttings/debris into public streets or gutters without immediately sweeping or vacuuming such matter out of the public streets or gutters. All debris generated adjacent to landscape areas (i.e., sidewalks, streets, gutters) shall be removed.

Consultant shall remove all debris resulting from its operations and dispose of it off-site (not in the landscaping areas) at the time of occurrence. All grass clippings shall be picked up after each mowing or trimming operation. All debris resulting from any of the Consultant's operations shall be removed and disposed of by the Consultant. No debris may remain in the landscaping areas at the end of the workday.

All walkways shall be kept clean and clear of debris and plant growth at all times. Care shall be taken not to create unnecessary hazards to foot traffic.

23. EQUIPMENT

The equipment provided by the Consultant for landscape maintenance operations shall be consistent with the current standards in the industry and shall be subject to the approval of the Community Services Superintendent or his designee. Machinery, equipment, tools and supplies shall be clean, modern, and maintained in good mechanical, proper working, condition at all times. Equipment may be owned or rented by the Consultant. All equipment shall receive scheduled preventive maintenance to promote equipment reliability and ensure optimum performance at all times. Any piece of equipment deemed unsatisfactory by the Parks and Community Services Superintendent shall be repaired or replaced immediately.

The following is a list of minimum equipment required for the duration of the Agreement:

- (5) Leaf Blowers - various gas powered, handheld and backpack, ECHO
- (5) Hedge Trimmers - 25.4cc engine, 20in double sided double reciprocating razor edge blades, 59-inch shaft, gas powered, ECHO
- (2) 24 inch double sided double reciprocating razor edge blades, ECHO
- (5) Weed Trimmers - 25.4cc engine, gas powered, ECHO
- (5) 28.1cc engine, gas powered, ECHO
- (3) Chainsaws - 33.4cc engine, 12 inch, 4 x 11, 18 inch bar lengths, gas powered, ECHO
- (5) Mowers 21 inch commercial heavy duty, 8hp, self propelled, TORO
- (1) Mower - 45 inch commercial walk-behind, 10hp, PCLAF
- (1) Mower - 45 inch commercial walk-behind, 10hp, PCLAF

- (2) Edgers – 148cc, 10-inch cutting blade, 3x7-inch wheels, edges and trims, POWER TRIM
- (1) Aerator – 4hp, 25-inch aerator width, 3-inch coring depth, gas powered, BLUEBIRD
- (1) Dethatcher -- gas powered, walk behind, 22-inch width, flail blade reel, 5.5hp, BLUEBIRD
- (2) Broadcast Spreaders – push behind, 100lb hopper capacity, EARTHWAY
- (4) Broadcast Spreaders – hand held, 25lb hopper capacity, EARTHWAY
- (5) Backpack Sprayers – 4 gallon backpack sprayer, 70lb PSI, 47-inch hose, SP SYSTEMS
- (1) Tank Sprayer – 50 gallon, towable, REARS
- (1) Cultivator/Tiller – walk behind, 4-10 toothed steel tines, 21.2cc engine, ECHO
- (1) Trencher – walk Behind, 18hp, 36-inch dirt chain, DITCH WITCH
- (1) Pressure Washer – gas Powered, 2,750PSI, 2.5GPM, 25 ft hose, MAXUS

Nothing herein shall preclude the Consultant from substituting other equal equipment due to maintenance or other factors so long as prior City approval is obtained.

All equipment shall be available for inspection by the City upon twenty-four (24) hours' notice to the Consultant. Any piece of equipment deemed by the City to be unsafe shall be removed from the job site immediately.

24. REPORTS AND SCHEDULES

Consultant shall submit reports and schedules to the City, as requested in other provisions of these Maintenance Standards, and as outlined below. Failure to submit any such reports or schedules in a timely manner may result in a charge or deduction to the Consultant, pursuant to the Agreement. Such reports and schedules must be detailed and thorough and shall include, but not be limited to, the following:

- Suggestions for improving problem areas
- Reports of work and or improvements planned.
- Monthly Maintenance Schedule(s) in a weekly time format.
- Pesticide Use Reports (submitted monthly).
- Accident Reports (submitted immediately).
- Incident Reports (submitted monthly)
- Hazard Reports (reported immediately, forms submitted monthly).

PROPOSAL

ATTACHMENT 'B'



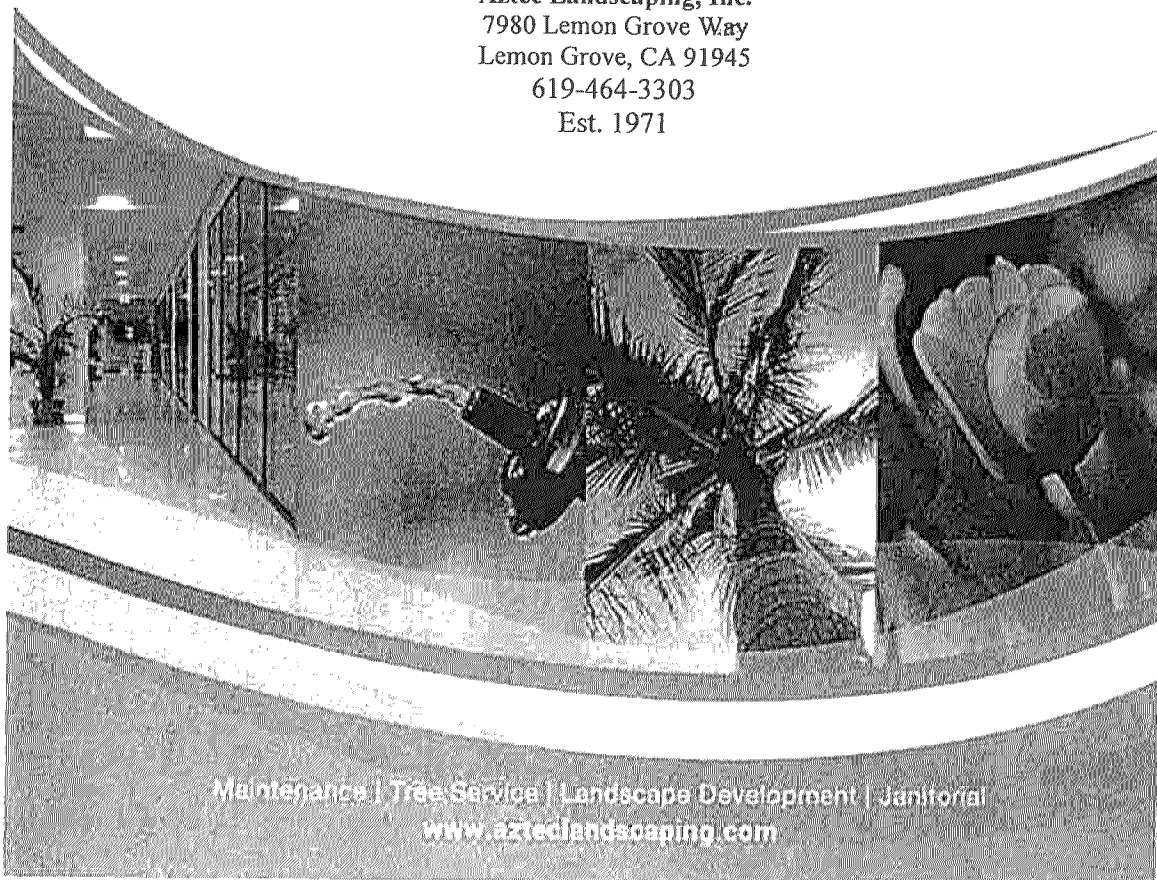
ORIGINAL

City of Lemon Grove
Public Works
Attn: Mike James
3232 Main Street
Lemon Grove, CA 91945



RFP: 2017-02
Landscape Management Services
Bid Due: August 18, 2016 @ 5:00 PM

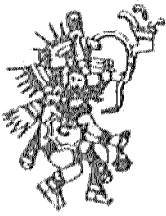
Prepared by:
Aztec Landscaping, Inc.
7980 Lemon Grove Way
Lemon Grove, CA 91945
619-464-3303
Est. 1971



RFP# 2017-02
Request for Proposals Landscape Management Services

TABLE OF CONTENTS

Letter of Transmittal.....	1
Firm Background.....	2
References.....	3
Staffing Plan.....	4-9
Licenses and Professional Certifications.....	10
List of Equipment.....	11
Fees and Costs to be Paid by City.....	12
Communication Plan.....	13
Landscape Management Plan – Area 1 & Area 2.....	14
Method of Operation.....	15-19
Other services Offered.....	20
Independence.....	21
Attachments.....	22
• Cost Proposal Form	
• Cost Proposal Form " List of Equipment"	
• Bid Bond	
• Non-Collusion Affidavit	
• Verification of Insurance	
• Licenses and Certifications	



AZTEC LANDSCAPING, INC.

Landscape Maintenance • Commercial, Industrial, Residential
7980 LEMON GROVE WAY • LEMON GROVE, CA 91945 • (619) 464-3303

STATE CONTRACTOR'S LICENSE NO. 642504

"Our Policy Is Quality"

August 18, 2016

City of Lemon Grove
3232 Main Street
Lemon Grove, CA 91945
Attn: Mike James, Public Works Director

RE: RFP # 2017-02; Landscape Management Services- Letter of Transmittal

Thank you for the opportunity to demonstrate our service commitment to you. Aztec Landscaping, Inc. (AZTEC) is a California Corporation located at 7980 Lemon Grove Way in Lemon Grove, California and has been in operations since 1971. We have nearly 45 years in operations in the City of Lemon Grove and the commercial landscape industry. Our staff consists of professional Landscape Horticulturists, Certified Tree Arborists, Certified Landscape Technicians, certified Pest Control Applicators, qualified and knowledgeable Project Supervisors, Irrigation Technicians and field staff, all properly trained in all aspects of commercial landscape.

AZTEC is committed to providing the City of Lemon Grove with an efficient and professional Landscape and Horticultural Management Services Plan. Aztec has read this Request for Proposal and is prepared and committed to accept all terms and conditions outlined in this Agreement, including insurance and indemnity requirements, without any exceptions. "Notice of Clarification No. 1" has been received and acknowledged. AZTEC will be the prime Contractor for this project and will be partnering with Complete Playground Maintenance as our sub-contractor to fulfill license requirement of RFP. We are eager to provide City of Lemon Grove with an exceptional service commitment.

Over our extensive 45 years of experience, Aztec has accumulated a list of several prominent and satisfied customers. They include:

- City of San Diego for which Aztec has worked for over 30 years and is one of largest landscape service provider for the City of San Diego with currently over twenty (20) active landscape contracts in place, including city parks, medians, slopes, open spaces, sports fields and sports turf renovation, water pump sites, maintenance assessment districts, community facilities, and city-wide brush management.
- The San Diego Regional Airport Authority for nearly 17 consecutive years
- The Unified Port District for over 9 years,
- The City of Lemon Grove
- City of Chula Vista
- City of Vista
- City of El Cajon
- City of La Mesa
- City of Coronado
- City of Poway
- City of Del Mar
- City Imperial Beach
- Orange County,
- County of San Diego
- State of California Department of Transportation (Caltrans),
- Metropolitan Transit Systems
- Department of the Navy
- California State University of San Marcos and several other private sector and commercial customers

We look forward to working with the City of Lemon Grove and are confident we can provide a professional and effective landscape maintenance plan within the City's budget. Please visit our website at: www.azteclandscaping.com.

Respectfully,

Rafael Aguilar/ V.P. of Operations
Aztec Landscaping, Inc.

"We Strive Towards Excellence, One Step At A Time"

EQUAL OPPORTUNITY EMPLOYER

TECHNICAL INFORMATION

Firm Background:

Aztec Landscaping, Inc. has been in operation since 1971 and is located at 7980 Lemon Grove Way in Lemon Grove, California with four (4) satellite yards throughout San Diego County located in:

- City of Chula Vista
- City of Vista
- Seal Beach Detachment Norco
- San Diego Airport vicinity.

Aztec is comprised of four divisions:

- Commercial Landscape Maintenance
- Complete Tree Service
- Custodial Services
- Landscape Construction.

Our experience has earned us our well known and respected reputation throughout the industry and throughout San Diego County. Aztec Landscaping, Inc. became incorporated in 1981 under the laws of California.

Aztec owns and operates a fleet of over 100 vehicles, consisting of pick-up trucks ranging from:

- F-150's
- Semi Trucks
- Crew cabs
- Dump trucks
- Boom trucks
- Chippers
- Polaris Rangers.

Our landscaping maintenance inventory consists of:

- Rotary, reel, and flair mowers
- Turf sweepers
- Renovators
- Tractor driver aerators
- Tow behind fertilizer spreaders
- 800 gal. capacity spray trucks with boom
- 50-200 gal capacity pull behind spray rigs
- Soil spreaders
- Driven tow behind brush mowers
- 250 gallon water truck
- Rain master remote controls for irrigations systems
- Edger's
- Blowers
- Weed whackers
- Back sprayers
- Small hand tools.

We also own and operate our own street sweeper and also own seven (7) inter-changeable refuse containers with 2007 Freightliner Semi.

On our premises, we operate our own mechanic shop employing two full time mechanic's. This enables us to maintain our vehicles and power equipment in proper functioning condition with regularly scheduled preventive maintenance. This also facilitates quick turn around time if any emergency were to arise.

REFERENCES

Location:	City of Vista –City Wide
Name and Phone Number for Principal Contact:	Chuck Crist – (760) 726-1340 5451
Year Agreement Started:	2010 -2015 / 2016
Sizes of Trees Planted, Transplanted and Locations	5 gal. – 36" box /Throughout City
No. of Softball/baseball Fields Maintained:	5
No. of Acres of R.O.W Areas Maintained:	0
No. of Acres of Parklands Maintained:	132 acres
No. of Acres of City Facilities and Grounds Maintained:	19.7 acres
Other Facilities Maintained	4 acres Open Space & Trails
Annual Cost Excluding extra work and/or enhancements	\$ 369,996.15
Other Major Terms of Agreements	None

Location:	City of Del Mar – City Wide
Name and Phone Number for Principal Contact:	Paul Thomas – (760) 805-4327
Year Agreement Started:	2007
Sizes of Trees Planted, Transplanted and Locations	5 gal. – 15 gal. /Throughout City
No. of Softball/baseball Fields Maintained:	None
No. of Acres of R.O.W Areas Maintained:	None
No. of Acres of Parklands Maintained:	None
No. of Acres of City Facilities and Grounds Maintained:	7.84 acres
Other Facilities Maintained	.08 acres DG Pathways
Annual Cost Excluding extra work and/or enhancements	\$ 126,247.20
Other Major Terms of Agreements	None

Location:	City of San Diego –Rancho Bernardo
Name and Phone Number for Principal Contact:	Cathy Lawler (858) 538-8204
Year Agreement Started:	2010 / Completed (2015)
Sizes of Trees Planted, Transplanted and Locations	1 gal – 24" Box / Various Locations
No. of Softball/baseball Fields Maintained:	(8) baseball
No. of Acres of R.O.W Areas Maintained:	None
No. of Acres of Parklands Maintained:	35 acres
No. of Acres of City Facilities and Grounds Maintained:	0
Other Facilities Maintained	Dog Park & Comfort Stations
Annual Cost Excluding extra work and/or enhancements	\$ 72,513.48
Other Major Terms of Agreements	1.5% Discount 20 days

Location:	City of San Diego- Otay International
Name and Phone Number for Principal Contact:	Ray E. Garcia - (619) 685-1374
Sizes of Trees Planted, Transplanted and Locations	1 gal – 24" Box / Various Locations
Year Agreement Started:	2012
No. of Softball/baseball Fields Maintained:	None
No. of Acres of R.O.W Areas Maintained:	14.44 acres
No. of Acres of Parklands Maintained:	None
No. of Acres of City Facilities and Grounds Maintained:	4.8 acres
Other Facilities Maintained	3.11 acres Medians
Annual Cost Excluding extra work and/or enhancements	\$ 174,137.04
Other Major Terms of Agreements	1.5% Discount 20 days

Location:	City of Coronado – City Wide
Name and Phone Number for Principal Contact:	Cecilia Lyon – (619) 522-7311
Year Agreement Started:	2008 - 2016
Sizes of Trees Planted, Transplanted and Locations	1 gal – 24" Box / Various Locations
No. of Softball/baseball Fields Maintained:	None
No. of Acres of R.O.W Areas Maintained:	13 acres
No. of Acres of Parklands Maintained:	10.55 acres
No. of Acres of City Facilities and Grounds Maintained:	2 acres
Other Facilities Maintained	Pump Stations
Annual Cost Excluding extra work and/or enhancements	\$ 509,331.00
Other Major Terms of Agreements	None

STAFFING PLAN:

The authorized representative with authority to negotiate and execute this Agreement and Project Manager will be Rafael A. Aguilar V.P. of Operations. His contact information is as follows:

Office: 619-464-3303 ext. # 106
Cellular: 619-572-4016
Fax: 619-460-1106
E-mail: Rafael@azteclandscaping.com

Mr. Rafael A. Aguilar is a certified Horticulturist and Arborist and has over 20 years experience in all phases of the landscape industry. He also holds a Qualified Pesticide Licensee for Category B. Mr. Aguilar is a certificate holder for Sports Fields Maintenance and has been trained and certified in traffic control and traffic control flagging. Mr. Aguilar is certified in Storm Water Pollution Prevention Planning, Storm Drain Prevention and Water Conservation. He is also a member of several local, state and national industry groups such as the California Landscape Contractor's Association, Professional Tree Care Association, P.A.P.A.- and many more. Please see resume for more detail on Mr. Aguilar.

Aztec will have sufficient qualified personnel to meet as responsibilities and requirements in the Statement of Work. Our proposed Supervisors, Lead men and field maintenance staff are all fully trained in company rules and regulations, safety and areas of expertise. Our Supervisors each have over ten (10) years experience in the commercial landscape industry. Each Supervisor will have their own Lead man and Irrigation Technicians; however, our Supervisors are all fully knowledgeable of irrigation systems from installation to repairs and troubleshooting. They are all properly trained in accident prevention, first aid, water conservation, reclaimed water, storm drain maintenance and storm drain prevention and pollution, pesticide application and handling, proper usage of equipment, traffic control and personal management. Our Supervisors each have their own e-mail accounts and are in constant day-to-day contract with their clients. Supervisors are required to be available (24) hours a day seven (7) days a week to respond to all emergency calls within two (2) hours of notification. Aztec is also prepared to dispatch qualified personnel and equipment to emergency site, in situations involving emergency after normal work hours.

Each selected Lead man has between 5-7 years of commercial landscape experience. Lead men head the crews in day-to-day routine activities and will be in direct contact with their Supervisor's on a daily basis. All Lead men are also properly trained upon hire and receive continuous education on industry related topics, such as safety and accident prevention, proper usage of equipment and proper usage and handling of pesticides. Each Foreman is also trained in fundamental irrigation systems knowledge.

Irrigation Technician each have over 10 years experience with industrial irrigation systems from the most basic up to the most elaborate satellite based weather tracking irrigation systems. Irrigation Technician will handle all irrigation systems and will report to the Supervisor on a daily basis. All Irrigation Technicians are certified in Reclaimed Water Usage and knowledgeable in all types of irrigations systems including central based system and Smart controllers.

Maintenance Laborers have between 3-5 years experience in the landscape industry. All laborers are proficient in the use of power equipment, hedge trimmers, line trimmers, mowers and leaf blowers. All laborers will report to their Lead man on a daily basis.

Aztec has extra staff available for field renovations and over seeding, large areas herbicide/pesticide applications, tree trimming, and laser leveling. We have a separate seasonal crew specially designated for landscape upgrades, plant installation and any construction needs. In addition to our proposal staff, Aztec also has, on staff, an additional Certified Arborist, certified tree workers, two (2) full time mechanics, Safety Coordinator, and four (4) certified Pesticide Applicators. All employees are required to wear their company issued uniform during working hours including their personal protective gear.

Rafael A. Aguilar

7980 Lemon Grove Way Lemon Grove, CA 91945 Tel # 619-464-3303 ext. 106

PROFILE:

Vice-President of Operations for Aztec Landscaping, Inc. since 1995. The objective in this position is to deliver quality, consistent, reliable and efficient landscape services through each Team Leader and Member

Certifications:

- Certified Qualified Pesticide Applicator for Category B License No. QL 36518
- Certified Arborist # WE-8438A
- Certificate holder for Sports Fields Maintenance
- Certificate holder for Storm Drain Prevention
- Certificate holder for Water Conservation
- Certified in Storm Water Pollution Prevention Planning (SWPP's)
- Certificate of training in "traffic control" and "traffic control flagger"
- Ornamental Horticulturist

Memberships:

- Member of California Landscape Contractor's Association
- Member of Pesticide Applicator's Professional Association
- Member of UCD Family Business Forum
- Member of Hispanic Chamber of Commerce
- Member of Greater San Diego Chamber of Commerce

SKILLS:

- Extensive experience with State, Federal, local and private landscape/grounds maintenance specifications
- Knowledge of pesticide regulations and procedures
- Tree and shrub trimming, sod installation, fertilizing, de-thatch, aerification, hydro-seeding, topdressing, checking and maintaining irrigation systems including Calsense irrigation, Maxi Com, Hunter ICC, pest control, weed control and prevention.
- Working knowledge of landscape construction and new installation
- Warehousing, production control, quality control, and inventory control
- Fundamental knowledge in repair and maintenance of irrigation systems. Knowledge of Calsense Irrigation Systems, MaxiCom, Hunter ICC.
- Extensive knowledge in estimating/bidding procedures
- Manages over 110 active accounts in tree work, landscape and all phases of landscape construction
- Manages over 160 full time employees
- Capable of design and installation of Xeriscape Gardens
- Knowledge of Xeriscape plants, natives, noxious weeds, drought tolerant plant material
- Experienced in installation and maintenance of sports fields

Equipment Experience:

- Wheel horses
- Chain Saws
- Spray Tanks w/ boom attachment
- Tractors (back hoe, dozer, bobcat)
- Riding lawn mowers
- Automatic control timers
- Calsense Irrigation Systems
- Boom Trucks
- Chippers
- Sod cutters, rototillers
- De-thatches / flair mowers
- Dump trucks w/ swap loader attachments

Jose Brambila

2121 East Grand Avenue #H34
Escondido, Ca 92027
(619) 571-2341

Profile:

Progressive, practical, hands-on people-oriented Landscape Supervisor specializing in managing all aspects of Grounds and Facilities maintenance programs. **Takes pride** in quality and workmanship. **Extremely Conscientious and self motivated** working effectively with persons in all levels and of diverse personalities and backgrounds. **Well organized** and ability to coordinate and complete projects in an accurate, timely and efficient manner. **Fluent in Spanish and English. Recognized leader** with ability to prioritize, coordinate and direct multiple tasks, ensuring accuracy and regulatory compliance. **Good health and a positive attitude** towards both life and work. **Recognized** for *reliability and committed to professionalism.*

Experience & Skills:

- Residential and Commercial grounds maintenance
- Chemical cleaning solutions including safety precautions and pest control
- Tree and shrub trimming, sodding, fertilizing and weed control
- Warehousing, production control, quality control, and inventory control
- Landscape Construction Plan reading, drainage
- Repair, maintenance and installation of irrigation systems.
- Knowledge of: Calsense, Maxicon, Hunter, RainBird, Toro, and Irritrol irrigation systems
- Budget requirements including projected and unplanned expenditures.

Equipment Experience:

- Wheel horses
- Chain Saws
- Tractors
- Riding lawn mowers
- Automatic control timers
- Calsense Irrigation Systems, Maxicon, Hunter, Rainbird, Irritrol
- Skid Steers and Landscape tractors
- Ride-on and walk behind trenchers
- Construction laser level

Work Experience:

- Grounds Supervisor Aztec Landscaping, San Diego, Ca Sept. 2011- Present
Supervised various areas throughout the County of San Diego including the City of Del Mar, City of Poway, City of Rancho Bernardo, City of Rancho Peñasquitos and Parks and Recreational Centers for the City and County of San Diego. Currently he is supervising contracts at City of Chula Vista. In addition, has experience in managing a total of 20 employees for commercial maintenance.
- Irrigation Tech, Aztec Landscaping, San Diego, Ca. **Sept. 2009 – Sept. 2011**
- Leadman, Badii Enterprises, San, Diego, Ca **January 2006 – April 2009**

Certifications:

- Currently certified under **California Landscape Technicians** on turf maintenance.
- Reclaimed Water certified.

STAFFING PLAN :
Role Descriptions of each staff during ongoing operations:

V.P. of Operations, Rafael Aguilar: (Quantity: 1 part-time)

- Manages office operations in conjunction with field operations
- Secondary contact for Client
- Delivers estimates for landscape enhancement/improvements within 5 business days
- Communicates company goals concerning landscape maintenance disciplines and processes
- Provides large scale procurement
- Provides large scale price proposals
- Minimum 15 years experience of 10 years in field operations and college degree
- Continuing education requirement of 25 hr./ min. per year

Project Supervisors, Jose Brambila: (Quantity: 1 part-time)

- Immediate contact for Client
- Oversees day to day operations for contract
- Supervises work performance and ensures tasks are being performed and contract is being fulfilled
- Assist in quality control
- Maintains in correspondence with Client via e-mail
- Attends monthly "walk thru's" with Client
- Familiar with company policies, including safety guidelines
- Manages, supervises and disciplines crewmembers
- Trains field staff in chemical application and handling
- Certified in traffic control safety
- Cost proposals
- Hiring/termination of maintenance staff
- Schedules/routes tasks for maintenance staff
- Material/small equipment procurement
- Maintains maintenance staffs' timecards
- Submits monthly maintenance calendars
- Able to read, speak and write in English
- Ability to recognize and repair irrigation deficiencies, if needed.
- Identifies general needs of plants
- Recognizes plant material under stress or in a problem state
- Certified in handling/Supervising recycled water

Foremen/Lead men: (Quantity: 1 part-time)

- 5-7 years of commercial landscape experience
- Able to read, speak and write in English sufficiently enough to convey information
- Assists Project Supervisors
- Proficient in the use of landscape tools and equipment: pole pruner, ride-on mowers, large walk behind mowers, push spreaders
- Identifies general needs of plants
- Recognizes plant material under stress or in a problem state
- Uses proper chemical application techniques
- Understands basic irrigation principals
- Trains and delegates work to crewmembers
- Maintains equipment in good operating condition
- Plant identification and complete planting skills
- Applies pesticides

LICENSING AND PROFESSIONAL CERTIFICATION:

State of California Contractor's License Classification: C-27, D-49, B	642504 Exp. 04/30/2018
Department of Industrial Relations	DIR # 1000007145 / Exp .06/ 30/17
Qualified Applicator License	QAL -102595 / Exp. 12/31/2016
Qualified Applicator Certificate	QAC – 92975 / Exp. 12/31/2017
Pest Control Business License	License No. 30311 /Exp. 12/31/2016
International Society of Arboricultural Certified Arborist	WE-8438A / Exp .6/30/2017
Ornamental Horticultural/Landscape Technology Certificate of Achievement	Rafael A. Aguilar
SWPPP Training -- Certificate Number	070907-05
State of California Recycled Water Site Supervisor Certification	Ramon E. Aguilar – ID # 4371 Hector Zuazo – ID # 3168 Jaime Rocha – ID # 4471 Jose Brambila – ID # 1931 Manuel Pinto – ID # 4467 Antonio Ramos – ID # 4366 Joel Camacho – ID # 4341 Cesar Mendoza – ID # 4357 Roberto Aguilar – ID # 4370
California Landscape Contractors Association Industry Certified Technician	Manuel Pinto Jose Brambila Roberto Aguilar
Traffic Control Technician & Flagger	Rafael Aguilar Alberto Zapatero David Gonzalez Jaime Rocha Jose Brambila Ramon Aguilar Jonathan Bermudez Manuel Pinto Roberto Aguilar
Certified Playground Safety Inspector	31969-718 / Exp. 7/1/2018



AZTEC LANDSCAPING, INC.

Maintenance / Tree Service / Landscape Development / Irrigation

Current Capacity Vehicles/Equipment

Qty	Type/Description of Equipment	Manufacturer	Model	Year
1	16' Ground-master 5900	Toro	5900	2012
8	72" Rotary mower	Exmark	Laser	2005
4	48" Rotary mower	Exmark	Laser	2009
1	Triplex 7' Reel Mower	John Deere	John Deere	2001
2	Triplex 7' Reel Mower	Toro	Reelmaster	2001
1	PTO Driven tow-behind brush mower	John Deere	60"	2006
1	11' flail mower	Befco	132"	2010
3	Turf Sweeper	Smith Co.	Smith Co.	2009
1	Street Sweeper	Tymco	K582S	2010
1	24" Heavy Duty Flair Mower / Alamo		SH7410301	1998
	Renovator w/ straight & hooked knives			
1	John Deere 605 M Tractor w/ Alamo			2014
	broom buzz bar			
1	Tractor – attachments include: (fertilizer spreader, renovator, aerator, de-thatcher, brush mower, seeded)	Kubota	MX5100	2009
1	Tractor	Kubota	9000 Series	2010
1	12' Tractor driven Aerifier	Ryan	54874	1998
1	1100 lb PTO driven 'Fertilizer Spreader'	Lely		2009
1	800lb PTO driven 'Fertilizer Spreader'	Lely	Tow-behind	2004
2	350 gal. Mounted spray tank w/ 18' boom		Tow-behind	2002-2008
1	800 gal Mounted spray truck w/ 22' boom sprayer			
1	Soil Spreader	Tierratopper	2 cu. Yd. cap	1999
1	Seeder /Slicer	Ryan		
2	200 gal. Hot pressure washer	Hydro-Tek		2001, 2009
5	Chippers	Vermeer	BC1500	2013
1	2000 gal. Water Truck	Freightliner		2006
80	Work Trucks	Ford	F-150 / F-350	1994-Newer
4	Econo-line Van	Ford	Van	2007-2008
3	Eco-green cars	Ford	Fiesta	2013 – Newer
6	Dump Trucks (15yd capacity)	International		1990-1995
3	Polaris Ranger	Polaris	4WD	2008
1	Gator	John Deere	4WD	2010
9	Small Work Trucks	Ford	Ranger	2004-Newer
Qty	Type/Description of Equipment	Manufacturer		
7	Remote control for Irrigation controller	Rainmaster		
22	Edger's	McLane		
110	Hand Blowers & Backpack Blowers	Red Max		
35	Backpack Sprayers	Red Max/Solo		
18	Chainsaws	Stihl		
	Weed whips	Kawasaki		
	Loppers / small hand tools	Corona		
18	Trailers	Texas Trailers		
	Spike & Chain Drags			
	42" Spike			
	80" drag			
	42" drag			
80	Hedge trimmer	Stihl		
	Miscellaneous Tools			

FEES and COSTS TO BE PAID BY CITY

Any tasks above and beyond the Scope of Work outlined in the Agreement will be considered "extra costs". All of these additional costs can be referenced in the "**Cost Proposal**" under "**As-Needed Items and Unit Work Costs**".

COMMUNICATION PLAN

Aztec Landscaping, Inc. also places a high value on communication and responsiveness with our Clients. The Project Supervisor will be the day-to-day contact for our Client. Project Supervisors are all equipped with Samsung Galaxy cellular phone with email and messaging capabilities. Supervisors are in constant communication with the Client via email and Samsung Galaxy 6s smart phones. Supervisor are available 24/7 including holidays and weekends.

If for some reason the Project Supervisor can not be reached, the Client can contact the following numbers:

- Corporate Office: 619-464-3303 ext. "0". These calls will be immediately dispatched to our field staff, during working hours.
- Project Manager: Rafael Aguilar 619-572-4016
- Emergency, after hours/holidays/weekends: 619-572-4016

EMERGENCY RESPONSES: In the event of an emergency, Aztec will respond within two (2) hours of notification and be on-site within four (4) hours after initial notification.

REVIEW MEETINGS: It is standard practice for Aztec Landscaping to conduct monthly "walk-thru's" with our Client. These "walk-thru's" are performed on a monthly basis and intended to assess the current conditions of each site and assure satisfactory to the Client. An inspection report will be generated from these "walk-thru's" and kept on file at our Corporate office. These reports can be viewed at any time, per request, by the Client.

LANDSCAPE MANAGEMENT PLAN:

Our complete Landscape Management Plan will consist of the following services and frequencies.

AREA 1-City Parks and Facilities

<u>Task</u>	<u>Frequency</u>	<u>Yearly Qtys</u>
Supervision	Weekly	52
Irrigation Inspection	Bi-Weekly	26
Litter Removal	3x Week	156
Weed Removal	Weekly	52
Fertilization of shrubs & groundcover	Quarterly	4
Pruning of shrubs and groundcover	Monthly	12
Pruning Trees under 14"	Annual	1
Mowing (April – November)	Weekly	30
Mowing (December –March)	Bi-Weekly	22
Aeration	Annual	1
Sweeping Paved areas and walk ways	Weekly	52
Turf Renovation	Annual	1
Empty Trash Receptacles	3x Week	156 as needed
Tot-Lot Maintenance (Berry, Lemon Grove, Kunkel Parks)	3x Week	156
BBQ Maintenance (Lemon Grove, Berry Parks)	Weekly	52
Restroom Maintenance (Lemon Grove, Berry Parks)	Daily	365
Roses Maintenance (Civic Ctr. Park)	Annual	1
Gazebo Power Washing (Lemon Grove, Berry Parks)	Monthly	12
Erosion Control	As Needed	As Needed
Pest Control	As Needed	As Needed
Sports Field Maintenance	Annual	1

AREA 2- Medians and Right-of-Ways

<u>Task</u>	<u>Frequency</u>	<u>Yearly Qtys</u>
Supervision	Weekly	52
Irrigation Inspection	Bi-Weekly	26
Litter Removal	Weekly	52
Weed Removal	Weekly	52
Fertilization of shrubs & groundcover	Quarterly	4
Pruning of shrubs and groundcover	Monthly	12
Pruning Trees under 14"	Annual	1
Mowing (Lemon Grove ROW)	Weekly	52
Pest Control	As Needed	As Needed

METHOD OF OPERATION

Our Landscape Management Program will address how AZTEC plans to meet the service requirements for RFP for Landscape Management Services for City of Lemon Grove. We are committed to successfully providing City of Lemon Grove with workmanship and professionalism. Our Horticulturist has read and studied this RFP and has visited all the locations incorporated in this RFP. Our **complete** landscape program will consist of the following services activities.

Supervision: Performed by the Project Supervisor and is done by physically walking the entire site/area. The Account Manager will generate a "punch list" that includes items that need to be re-visited/improved. Monthly meeting with City representative and submit monthly schedules.

Irrigation Inspections: Performed by the Irrigation Technicians by one of three ways. 1) remote control; Aztec has the latest in irrigation remote control systems and has an inventory for a wide varieties of irrigation clocks or 2) using a 2-minute test cycle on each clock and 3) Manually opening and checking, if valve is manual.

Litter Removal: Performed manually by physically policing the area and using easy reach grabber on a daily basis or as needed to maintain the premises litter free. Replace trash liners 3 x week.

Weed Removal: Performed using a combination of manual and/or chemical. Weed control is performed manually where herbicides can not treat. Small areas: spray with a 2.5 gal. Back-pack sprayer. Large areas/lawns with a 50 or 300 gallon tow-behind boom sprayer with a 500' hose extension.

Fertilization of shrubs and groundcover : Landscape or turf with chest spreader and/or liquid, where there is no irrigation. Types of fertilizer to be used: 15-15-15, 16-6-8 with Dimension, Nitra King 22-3-9.

Fertilization of Turf : Small areas: chest spreader and/or walk-behind wheeled spreader. Large turf areas/fields: Tow behind Lely broadcast spreader with 600 lb. capacity. Types of fertilizer to be used: Nitra King, 22-5-10, 16-6-8 with Dimension, 8-30-15 mini, Nitrex 22-4-4 with 5% Iron

Pruning of shrubs and groundcover: Performed by using hand loppers and/or motorized hedge trimmer or extension hedge trimmer for larger or taller hedged areas.

Pruning of trees under 14' : Performed by using by-pass lopper, if easily accessible and/or a 10' pole pruner for standing on ground using ISA guidelines and procedures.

Mowing: Small areas: 21" or 36" walk behind self propelled mower with mulching and bagging capability. Reel or rotary. Medium areas: 72" Exmark Lazer with mulching capability or Triplex mower for bermuda. Large areas/fields: Wide area mower with 12' cutting capacity with mulching kit. Mowing heights: 1-3" passive turf fescue, ½ – ¾" for Bermuda

Edging: Performed in conjunction with mowing using a fixed blade motorized edger to edge areas along hardscapes and line trimmers to edge around hard to reach areas or around structures.

Aeration: Small areas will utilize a 25" self propelled walk behind core aerator. Medium areas will utilize our 48" pull behind core aerator. Larger areas will utilize our pull behind tractor driven 9' core aerator. All aerators have ¾" tines. Tow behind method. Aztec owns all aeration equipment and is available at any time during the contract terms for aeration tasks, per request of City Staff (when fields are closed).

Sweeping paved areas and walkway: Performed using a combination of collecting debris in a centralized area using back pack blower and picked up with broom and industry grade dust pan and/or push broom. For small or noise restricted areas push broom method is used always taking into consideration the storm drain inlets.

Renovation: May require total rut filling and reseeding or sodding in thinning or bare areas. Turf will be lowered by using a Kabota MX5100 with Alamo renovator. Over seeding and top dressing 1 x year.

Brow ditch maintenance: Performed by physically removing debris clogging or obstructing flow with shovels and/or power equipment.

Over-seeding: 7 lbs. per 1000 square feet applied with mechanical seeder using either perennial rye or sports field mix.

Sports field maintenance: Sports fields to be inspected for grade changes, proper water drainage, hazards, proper irrigation and condition of turf grass cover. Aeration is scheduled prior to pre-emergent applications. Aeration to be performed 2 x per year by making three passes at right angles to one another, at a 3" minimum core depth, with a maximum spacing between holes of 3". Remove aeration cores, if necessary. Deep tine aeration: 3 x per year by making three passes at right angles to one another, at a 6" minimum core.

METHOD OF OPERATION "Technical Approach"

AZTEC's Training Program consists of Company Policy, Training and Orientation Forms and Safety Rules and Regulations. Each and every employee is trained prior to employment with AZTEC and is required to obtain 8-12 hours per year of continuous education training. Initial orientation begins with a video explaining AZTEC's Rules and Regulations including Safety and Company policies. Every employee is required to pass a drug test before commencement of work.

Our training program includes the following:

- Safety Policy Statement
- New Hire Orientation Checklist
- Employee Job Safety Checklist
- Employee Orientation and Training Sign-off Sheet
- Proper use of Personal Protective Equipment
- Truck Daily Checkout List
- Storm Water Protection BMP's Training
- Employee Safety Training Verification Form
- Employee Report of Injury Training
- Accident Report Form Training
- Supervisor Safety Training Guidelines
- Acknowledgement of Receipt and Review of Code of Safe Practices
- Code of Safe Practices
- Tailgate Meeting sign-in form
- Emergency Response Plan
- Proper use and handling of Herbicides, Pesticides and Insecticides

In addition to the above training, Aztec also conducts training of the following topics:

- General Landscape Safety Rules
- Agricultural/Industrial Mower Safety
- Lawn Mower Hazard Checklist
- Grinders, Chippers, Post Hole Diggers, Powered Hand Tools
- Garden Tractors
- Roto-tillers
- Quick-cut saws
- Tree Trimming Safety
- String Trimmers
- Compact Loaders
- Forklift Safety
- Backing up of Vehicles
- Loading equipment on Trailers

In addition to the above training, AZTEC also conducts training of the following topics con't:

- Traffic Control on Job Site
- Daily Vehicle Inspection reports
- Safe Lifting and Carrying Techniques
- Shoveling and Digging
- Pesticide Storage and Transportation
- Workplace Hazardous Materials
- Fatigue and Reaction Time
- Dangers of Heat Stress
- Rattle Snake Avoidance and protection
- Basic First Aid

METHOD OF OPERATION
QUALITY CONTROL MANAGEMENT PROGRAM con't

INSPECTIONS:

The Quality Controller (QC) shall make inspections on a regular basis, conforming to the workload and established schedule. AZTEC shall employ two methods of inspections, spot checks and checklists.

Patrolling inspections and maintenance areas in or around the contracted areas or sites shall be performed by walk-through inspections. A Walk-through inspection shall be performed at random during and after work areas have been serviced. Subsequent walk-through inspections shall be made during the day to identify any problems with work in progress and to assign corrective action to be performed in a timely basis per contract.

Checklist inspections shall be performed by physically examining the area after work has been completed (see attached check list). The same computer program that generates the work schedule generates an inspection checklist. This checklist shall be consistent with the work of service scheduled for the maintenance area. If unsatisfactory work has been performed, QC shall note problems on the Quality Control Deficiency Record with the corrective action to be taken. After rework is completed, QC shall re-inspect the work to sure that it meets standards established in the subject contract. Records of all inspections and deficiency records shall be kept on file at AZTEC's Corporate Office located at 7980 Lemon Grove Way, Lemon Grove CA 91945.

OTHER SERVICES OFFERED

AZTEC is comprised of 4 divisions: Landscape -ground landscape maintenance, complete tree care- trimming, commercial custodial services and landscape construction.

Our complete tree care division was inaugurated in 1992. We perform all phases of tree care including, but not limited to: stump grinding and removals, tree/palm tree pruning, tree crown cleaning and thinning, high pressure root feeding, licensed pest control and mobile street sweeping.

Our custodial division was initiated in 1993. Clients include: The City of San Diego, The San Diego Port District, MTS, County of San Diego, Cities of Oceanside, Poway, El Cajon, North County Transit Systems and several other private sector customers.

Our Construction division is a complete construction division with emphasis on all landscape installation such as: design, build, grading, flat work, pavers, and artificial turf, block walls, tree/palm transplanting, xeri scape, turf renovations, hydro-seeding, retaining walls, and complete irrigation retro-fits.

INDEPENDENCE:

Aztec Landscaping, Inc. has been previous landscape service provider for the City of Lemon Grove from 2004 under service Contract No. 2003-18.

ATTACHMENTS

- Cost Proposal Form
- Cost Proposal Form "List of Equipment"
- Bid Bond
- Non-Collusion Affidavit
- Verification of Insurance
- Licenses and Certifications

COST PROPOSAL FORMS

LANDSCAPE MANAGEMENT SERVICES

Documents to be DETACHED AND SUBMITTED

With Proposal

LANDSCAPE MANAGEMENT SERVICES**COST PROPOSAL FORM****AREA 1- CITY PARKS AND FACILITIES**

NOTE: In order to receive consideration, cost proposals for Area 1 or Area 2 or both shall consist of filling out and removing this section and submitting it in a separate sealed envelope clearly marked with the name of the Proposer, RFP Title and "Cost Proposal". All dollar units and/or total costs should be shown in this section, not in the technical proposal.

Consultant to provide all labor, materials, machinery, equipment, tools, and supplies necessary for complete landscape maintenance as specified in the Contract document.

The following quantities are estimates only and are not guaranteed or represented to be actual quantities. The City reserves the right to increase or decrease these estimated quantities based on the City's actual needs and requirements.

BASE BID					
Site	Location	Approx. Turf (Acre)	Approx. Landscape (Acre)	Cost Per Month (CPM)	Annual Total Cost
1	Berry Street Park	5.61	0.50	\$ 2,107.00	\$ 25,284.00
2	City Hall	0	1.63	\$ 327.00	\$ 3,924.00
3	City Hall Annex	0	0.19	\$ 191.00	\$ 2,292.00
4	Civic Center Park	0.56	1.20	\$ 695.00	\$ 8,340.00
5	Community Center	0	0.19	\$ 49.00	\$ 588.00
6	Kunkel Park	0	1.03	\$ 357.00	\$ 4,284.00
7	Firefighter's Park	0.15	0.16	\$ 282.00	\$ 3,384.00
8	Fire Station	0	1.10	\$ 312.00	\$ 3,744.00
9	Lemon Grove Middle School Fields	2.17	0.00	\$ 461.00	\$ 5,532.00
10	Lemon Grove Park	1.65	2.44	\$ 1,486.00	\$ 17,832.00
11	Recreation Center	0	0.79	\$ 111.00	\$ 1,332.00
12	Senior Center	0.50	1.55	\$ 601.00	\$ 7,212.00
13	Veteran's Park	0.00	0.06	\$ 10.00	\$ 120.00
14	Main Street Promenade Park	0.00	0.86	\$ 110.00	\$ 1,320.00
TOTAL BASE BID AMOUNT – AREA 1		10.64	11.70	\$ 7,099.00	\$ 85,188.00

COST PROPOSAL FORM
AREA 1- CITY PARKS AND FACILITIES (cont.)

AS-NEEDED ITEMS					
Item	Description	Estimated Annual Quantity	Unit	Cost per Unit	Estimated Annual Cost
1	Organic seed topper (not steer manure)	100	CY	\$ 49.75	\$ 4,975.00
2	Install plant replacements:				
	a. Groundcover in flats	50	EA	\$ 27.00	\$ 1,350.00
	b. 1-gallon plants	50	EA	\$ 9.95	\$ 497.50
	c. 5-gallon plants	50	EA	\$ 22.50	\$ 270.00
	d. 15-gallon plants	50	EA	\$ 61.00	\$ 3,050.00
	e. 15-gallon trees (staked)	50	EA	\$ 67.00	\$ 3,350.00
3	Install boxed trees:				
	a. 24" box specimen	10	EA	\$ 250.00	\$ 2,500.00
4	4" Grind, screened mulch	50	CY	\$ 39.00	\$ 1,950.00
TOTAL BID AMOUNT for AS-NEEDED ITEMS – AREA 1				\$ 17,942.50	

COST PROPOSAL FORM**AREA 1- CITY PARKS AND FACILITIES (cont.)**

NOTE: The lowest proposed cost is a significant factor, but is not the sole criterion for recommending contract award. Cost proposals will be evaluated, at the City's discretion, either with or without the Additive Alternate, whichever is in the best interest of the City and affordable by the budget.

BID SUMMARY – AREA 1	
Total Base Bid Amount	\$ 85,188.00
Total Bid Amount for As-Needed Items	\$ 17,942.50
GRAND TOTAL BID AMOUNT – AREA 1	
	\$ 103,130.50

COST PROPOSAL FORM
AREA 1- CITY PARKS AND FACILITIES (cont.)

COST BREAKDOWN SHEET

The following costs are required and must be reflected in the bid amounts proposed above. Said costs will be used whenever it becomes necessary to add, delete, increase or decrease specific items, tasks and/or locations.

LANDSCAPE SERVICES

Plant Material

Unit Cost

Turf

Per Acre: \$ 3,250.00

Landscape

Per Acre: \$ 3,078.00

HOURLY RATES

Position

Regular Time

Overtime

Supervisor

\$ 43.50

\$ 64.50

Laborer

\$ 25.50

\$ 38.25

Specialty Personnel:

A. Irrigation Tech.

\$ 33.00

\$ 49.50

B. Power Washing

\$ 62.00

\$ 93.00

C.

\$

\$

UNIT WORK COSTS

Item	Turf Maintenance	Unit Cost	Unit
1	Mowing	\$ 65.00	Acre
2	Edge and trim	\$ 0.01	LF
3	Fertilization	\$ 200.00	Acre
4	Aerification	\$ 851.00	Acre
5	Verticutting (dethatching)	\$ 850.00	Acre
6	Weed control	\$ 100.00	Acre
7	Pest control	\$ 475.00	Acre
8	Irrigation		
	a. Repairs	\$ 400.00	Acre
	b. Installation	\$ 10,500.00	Acre
Ground Cover, Shrub & Tree Maintenance			
9	Edge and trim	\$ 0.01	LF
10	Weed and clean-up	\$ 312.00	Acre
11	Fertilization		
	a. Soil injections	\$ 500.00	Acre
	b. Foliar application	\$ 500.00	Acre
	c. Dry formulation placement	\$ 500.00	Acre

COST PROPOSAL FORM

AREA 1- CITY PARKS AND FACILITIES (cont.)

UNIT WORK COSTS (cont.)			
Item	Ground Cover, Shrub & Tree Maintenance (cont.)	Unit Cost	Unit
12	Pest control	\$ 64.00	Hour
13	Pruning trees (up to 12' per specifications)	\$ 15.00	EA
14	Pruning trees (12'-40' per specifications)	\$ 150.00	EA
15	Remove trees (up to 12' per specifications)	\$ 50.00	EA
16	Remove trees (12'-40' per specifications)	\$ 500.00	EA
17	Stump Grinding	\$ 150.00	EA
18	Encroachment pruning (100 lineal feet x 15' height)	\$ 950.00	EA
19	Vegetation removal	\$ 5,200.00	Acre
20	Tested soil analysis	\$ 250.00	EA
Plant Material - Installed			
21	Annual color (4" container)	\$ 2.25	EA
22	Ground cover	\$ 22.00	Flat
23	1-Gallon shrub	\$ 6.90	EA
24	5-Gallon shrub	\$ 17.00	EA
25	15-Gallon shrub	\$ 72.00	EA
26	15-Gallon tree	\$ 90.00	EA
27	24" Box tree	\$ 250.00	EA
28	Seeded turf	\$ 0.14	SF
29	Sodded turf	\$ 1.60	SF
30	Stolonized turf	\$ 0.33	SF
Weed Abatement - includes Labor, Materials & Equipment			
31	Tractor drawn disc	\$ 390.00	Acre
32	Hand work/string trimmer	\$ 450.00	Acre
33	Flail mowing	\$ 390.00	Acre
34	Pre-emergent herbicide (Broad-spectrum)	\$ 400.00	Acre
35	Post-emergent herbicide	\$ 400.00	Acre
36	"San Diego Gold" Infield mix Less than 12 CY	\$ 120.00	CY
	Greater than 12 CY	\$ 105.00	CY
37	Playground sand Ortega Blend Silica Sand medium/fine texture Less than 12 CY	\$ 170.00	CY
	Greater than 12 CY	\$ 155.00	CY
38	"Fibar" wood chips for playground Less than 12 CY	\$ 80.00	CY
	Greater than 12 CY	\$ 75.00	CY

UNIT WORK COSTS (cont.)			
Item	Weed Abatement - includes Labor, Materials & Equipment		
39	Temporary vinyl construction fence		
	4' high, stakes 6' OC less than 500'	\$ 3.25	LF
	4' high, stakes 8' OC greater than 500'	\$ 3.15	LF
40	Planting bed mulch (4" grind)		
	Less than 12 CY	\$ 36.00	CY
	Greater than 12 CY	\$ 36.00	CY
Equipment - 4-Hour Minimum with Operator			
41	Skiploader	\$ 75.00	Hour
42	Vibratory roller (3,000 lb.)	\$ 89.00	Hour
43	Sod cutter	\$ 45.00	Hour
44	Machine tamp ("whacker")	\$ 50.00	Hour
45	Air compressor/jackhammer/200' hose	\$ 60.00	Hour
Erosion Control Provision - includes Labor, Materials & Equipment			
46	Visqueen on slope include sandbags 10' OC staked		
	Less than 1,000 SF	\$ 0.25	SF
	Greater than 1,000 SF	\$ 0.24	SF
47	Sandbags installed		
	Less than 100	\$ 7.00	EA
	Greater than 100	\$ 6.90	EA
48	Silt fence 24" installed per OC Std. Plan Detail 455		
	Less than 100 LF	\$ 3.00	LF
	Greater than 100 LF	\$ 2.90	LF
49	"Jute mesh" fabric w/installation staples		
	Less than 1,000 SF	\$ 0.23	SF
	Greater than 1,000 SF	\$ 0.225	SF
50	Game Court Cleaning (washing)	\$ 95.00	EA

LANDSCAPE MANAGEMENT SERVICES**COST PROPOSAL FORM****AREA 2- MEDIANS AND RIGHT-OF-WAYS (ROW)**

NOTE: In order to receive consideration, cost proposals for Area 1 or Area 2 or both shall consist of filling out and removing this section and submitting it in a separate sealed envelope clearly marked with the name of the Proposer, RFP Title and "Cost Proposal". All dollar units and/or total costs should be shown in this section, not in the technical proposal.

Consultant to provide all labor, materials, machinery, equipment, tools, and supplies necessary for complete landscape maintenance as specified in the Contract Document.

The following quantities are estimates for bidding purposes only and are not guaranteed or represented to be actual quantities. The City reserves the right to increase or decrease these estimated quantities based on the City's actual needs and requirements.

BASE BID					
Site	Location	Approx. Turf (Acre)	Approx. Landscape (Acre)	Cost Per Month (CPM)	Annual Total Cost
1	Blossom Lane MEDIANS	0	0.31	\$ 33.00	\$ 396.00
2	Broadway MEDIANS	0	0.60	\$ 473.00	\$ 5,676.00
3	Broadway Business District ROW	0	0.57	\$ 374.00	\$ 4,488.00
4	College Avenue MEDIANS	0	0.20	\$ 50.00	\$ 600.00
5	Kempf Street MEDIANS	0	0.02	\$ 28.00	\$ 336.00
5	Lemon Grove Avenue MEDIANS	0	1.47	\$ 250.00	\$ 3,000.00
6	The Lemon ROW	0	0.05	\$ 41.00	\$ 492.00
7	Lester Avenue Breezeway and Lot	0	1.02	\$ 274.00	\$ 3,288.00
8	Plant Lemon Grove ROW	0	4.87	\$ 458.00	\$ 5,496.00
9	Trolley Corridor ROW	0	3.88	\$ 250.00	\$ 3,000.00
10	Wildflower District ROW	0	0.56	\$ 299.00	\$ 3,588.00
TOTAL BASE BID AMOUNT – AREA 2		0	13.55	\$ 2,530.00	\$ 30,360.00

COST PROPOSAL FORM

AREA 2- MEDIANS AND RIGHT-OF-WAYS (ROW) (cont.)

AS-NEEDED ITEMS					
Item	Description	Estimated Annual Quantity	Unit	Cost per Unit	Estimated Annual Cost
1	Organic seed topper (not steer manure)	25	CY	\$ 49.75	\$ 1,243.75
2	Install plant replacements:				
	a. Groundcover in flats	25	EA	\$ 27.00	\$ 675.00
	b. 1-gallon plants	25	EA	\$ 9.95	\$ 248.75
	c. 5-gallon plants	25	EA	\$ 22.50	\$ 562.50
	d. 15-gallon plants	25	EA	\$ 61.00	\$ 1,525.00
	e. 15-gallon trees (staked)	25	EA	\$ 67.00	\$ 1,625.00
3	Install boxed trees:				
	a. 24" box specimen	10	EA	\$ 250.00	\$ 2,500.00
4	4" Grind, screened mulch	100	CY	\$ 39.00	\$ 3,900.00
TOTAL BID AMOUNT for AS-NEEDED ITEMS – AREA 2				\$ 12,280.00	

COST PROPOSAL FORM**AREA 2- CITY PARKS AND FACILITIES (cont.)**

NOTE: The lowest proposed cost is a significant factor, but is not the sole criterion for recommending contract award. Cost proposals will be evaluated, at the City's discretion, either with or without the Additive Alternate, whichever is in the best interest of the City and affordable by the budget.

BID SUMMARY – AREA 2 Without Additive Alternate	
Total Base Bid Amount	\$ 30,360.00
Total Bid Amount for As-Needed Items	\$ 12,280.00
GRAND TOTAL BID AMOUNT – AREA 2	\$ 42,640.00

COST PROPOSAL FORM**AREA 2- MEDIANS AND RIGHT-OF-WAYS (ROW) (cont.)****COST BREAKDOWN SHEET**

The following costs are required and must be reflected in the bid amounts proposed above. Said costs will be used whenever it becomes necessary to add, delete, increase or decrease specific items, tasks and/or locations.

LANDSCAPE SERVICES**Plant Material****Unit Cost**

Turf

Per Acre: \$ 3,250.00

Landscape

Per Acre: \$ 3,078.00

HOURLY RATES**Position****Regular Time****Overtime**

Supervisor

\$ 43.50

\$ 64.50

Laborer

\$ 25.50

\$ 38.25

Specialty Personnel:

A. Irrigation Tech

\$ 33.00

\$ 49.50

B. Power Washing

\$ 62.00

\$ 93.00

C.

\$

\$

UNIT WORK COSTS

Item	Turf Maintenance	Unit Cost	Unit
1	Mowing	\$ 65.00	Acre
2	Edge and trim	\$ 0.01	LF
3	Fertilization	\$ 200.00	Acre
4	Aerification	\$ 851.00	Acre
5	Verticutting (dethatching)	\$ 850.00	Acre
6	Weed control	\$ 100.00	Acre
7	Pest control	\$ 475.00	Acre
8	Irrigation		
	a. Repairs	\$ 400.00	Acre
	b. Installation	\$ 10,500.00	Acre
Ground Cover, Shrub & Tree Maintenance			
9	Edge and trim	\$ 0.01	LF
10	Weed and clean-up	\$ 312.00	Acre
11	Fertilization		
	a. Soil injections	\$ 500.00	Acre
	b. Foliar application	\$ 500.00	Acre
	c. Dry formulation placement	\$ 500.00	Acre

COST PROPOSAL FORM

AREA 2- MEDIANS AND RIGHT-OF-WAYS (ROW) (cont.)

UNIT WORK COSTS (cont.)			
Item	Ground Cover, Shrub & Tree Maintenance (cont.)	Unit Cost	Unit
12	Pest control	\$ 64.00	Hour
13	Pruning trees (up to 12' per specifications)	\$ 15.00	EA
14	Pruning trees (12'-40' per specifications)	\$ 150.00	EA
15	Remove trees (up to 12' per specifications)	\$ 50.00	EA
16	Remove trees (12'-40' per specifications)	\$ 500.00	EA
17	Stump Grinding	\$ 150.00	EA
18	Encroachment pruning (100 lineal feet x 15' height)	\$ 950.00	EA
19	Vegetation removal	\$ 5,200.00	Acre
20	Tested soil analysis	\$ 250.00	EA
Plant Material - Installed			
21	Annual color (4" container)	\$ 2.25	EA
22	Ground cover	\$ 22.00	Flat
23	1-Gallon shrub	\$ 6.90	EA
24	5-Gallon shrub	\$ 17.00	EA
25	15-Gallon shrub	\$ 72.00	EA
26	15-Gallon tree	\$ 90.00	EA
27	24" Box tree	\$ 250.00	EA
28	Seeded turf	\$ 0.14	SF
29	Sodded turf	\$ 1.60	SF
30	Stolonized turf	\$ 0.33	SF
Weed Abatement - includes Labor, Materials & Equipment			
31	Tractor drawn disc	\$ 390.00	Acre
32	Hand work/string trimmer	\$ 450.00	Acre
33	Flail mowing	\$ 390.00	Acre
34	Pre-emergent herbicide (Broad-spectrum)	\$ 400.00	Acre
35	Post-emergent herbicide	\$ 400.00	Acre
36	"San Diego Gold" Infield mix		
	Less than 12 CY	\$ 120.00	CY
	Greater than 12 CY	\$ 105.00	CY
37	Playground sand Ortega Blend Silica Sand medium/fine texture	\$ 170.00	CY
	Less than 12 CY	\$ 155.00	CY
	Greater than 12 CY		
38	"Fibar" wood chips for playground		
	Less than 12 CY	\$ 80.00	CY
	Greater than 12 CY	\$ 75.00	CY

Item	Weed Abatement - includes Labor, Materials & Equipment		
39	Temporary vinyl construction fence 4' high, stakes 6' OC less than 500'	\$ 3.25	LF
	4' high, stakes 8' OC greater than 500'	\$ 3.15	LF
40	Planting bed mulch (4" grind) Less than 12 CY	\$ 36.00	CY
	Greater than 12 CY	\$ 36.00	CY
Equipment - 4-Hour Minimum with Operator		Unit Cost	Unit
41	Skiploader	\$ 75.00	Hour
42	Vibratory roller (3,000 lb.)	\$ 89.00	Hour
43	Sod cutter	\$ 45.00	Hour
44	Machine tamp ("whacker")	\$ 50.00	Hour
45	Air compressor/jackhammer/200' hose	\$ 60.00	Hour
Erosion Control Provision - includes Labor, Materials & Equipment			
46	Visqueen on slope include sandbags 10' OC staked Less than 1,000 SF	\$ 0.25	SF
	Greater than 1,000 SF	\$ 0.24	SF
47	Sandbags installed Less than 100	\$ 7.00	EA
	Greater than 100	\$ 6.90	EA
48	Silt fence 24" installed per OC Std. Plan Detail 455 Less than 100 LF	\$ 3.00	LF
	Greater than 100 LF	\$ 2.90	LF
49	"Jute mesh" fabric w/installation staples Less than 1,000 SF	\$ 0.23	SF
	Greater than 1,000 SF	\$ 0.225	SF
50	Game Court Cleaning (washing)	\$ 95.00	EA

COST PROPOSAL FORM**LIST OF EQUIPMENT**

See Attached "Vehicles /Equipment " List

The following equipment shall be provided by the Consultant for landscape maintenance operations shall be consistent with the current standards in the industry and shall be subject to the approval of the Public Works Director or designee. Machinery, equipment, tools and supplies shall be clean, modern, and maintained in good mechanical, proper working, condition at all times. Equipment may be owned or rented by the Consultant. All equipment shall receive scheduled preventive maintenance to promote equipment reliability and ensure optimum performance at all times. Any piece of equipment deemed unsatisfactory by the Public Works Director or designee shall be repaired or replaced immediately.

Checklist: Indicate below whether equipment to be provided is owned **(O)** or rented **(R)** and include quantity owned and model and year of equipment.

Mowing Equipment

See Attached "Current Capacity Vehicles/Equipment"

- _____ A) Mechanically, ground driven or hydraulic driven gang reel mowers capable of providing variable cutting widths and cutting heights of 1" shall be used on warm season turf grasses such as common Bermuda and Kikuyu grasses.

Make: _____ Model: _____ Qty: _____

- _____ B) Hydraulic-driven reel mower with reels having a minimum of nine blades commonly referred to as Triplex mowers shall be used on all hybrid Bermuda turf grasses and mixed turf areas of predominantly warm-season turf as deemed necessary by Parks and Landscape Supervisor. Mowers shall provide a maximum cutting width not to exceed 84". Mowers shall be capable of providing cutting heights from ¾" to ½" and have the ability of collecting grass clippings if deemed necessary by the Public Works Director or designee.

Make: _____ Model: _____ Qty: _____

- _____ C) Rotary mowing lawn tractors shall be used to cut cool season grasses or over seeded dormant Bermuda. Mower deck widths shall vary depending on terrain and location. Mowers shall be capable of providing cutting heights from 1½" to 3", and have the ability to collect grass clippings if deemed necessary by the Public Works Director or designee.

Make: _____ Model: _____ Qty: _____

- _____ D) Self-propelled walk behind reel mowers with the capability of collecting grass clippings are required on small turf areas of Hybrid Bermuda grasses. Mowers shall be complete with groomer and vertical cutting attachments. Mower shall have a minimum cutting width of 21".

Make: _____ Model: _____ Qty: _____

O - Equipment owned and is available when needed.

R - Equipment can be rented as needed.

COST PROPOSAL FORM
LIST OF EQUIPMENT (cont.)

Vertical Mowers/Dethatcher

See Attached "Current Capacity Vehicles/Equipment"

- _____ A) Self-propelled walk behind vertical cutting mowers (renovators) shall be used on small turf areas such as areas not easily accessed by larger vertical cutting mowers or areas deemed necessary by the Public Works Director or designee.

Make: _____ Model: _____ Qty: _____

- _____ B) A vertical cutting mower (dethatcher) hydraulically or P.T.O. driven from attached tractor with a minimum cutting width of 60" shall be used on large turf areas. Blades shall be free swinging and spaced a maximum of 2" apart.

Make: _____ Model: _____ Qty: _____

- _____ C) A vertical cutting mower (renovator) hydraulically or P.T.O. driven from attached tractor with fixed 1/4" thick, 12" diameter, 8-10 pointed slicing type blades, spaced a maximum of 2" apart, shall be used on all hybrid Bermuda grasses.

Make: _____ Model: _____ Qty: _____

Flail Mower

- _____ A) A flail mower hydraulically or P.T.O. driven from attached tractor with a minimum cutting width of 60" shall be used on all areas requiring periodic weed abatement mowing, i.e., open space areas. Flail mower shall be equipped with appropriate type, free-swinging blades spaced a maximum of 2" apart.

Make: _____ Model: _____ Qty: _____

Turf Vacuum/Power Rake

- _____ A) A turf vacuum/power rake shall be used to pick up grass clippings, leaves, verticut clippings, aeration plugs and other debris. Turf vacuum/power rake shall be a minimum of 60" wide, and have an agitating raking mechanism to aid in the proficiency of the vacuum.

Make: _____ Model: _____ Qty: _____

_____ O - Equipment owned and is available when needed.

_____ R - Equipment can be rented as needed.

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 1.E
Mtg. Date September 20, 2016
Dept. Public Works

Item Title: **Preparation and Submittal of the Urban Rivers Grant Application**

Staff Contact: Mike James, Assistant City Manager / Public Works Director

Recommendation:

Adopt a resolution (**Attachment B**) approving the preparation and submittal of the Urban Rivers Grant Application.

Item Summary:

The Urban Rivers Grant Program is a state funded program through Proposition 1: the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Act). California voters passed the Act, authorizing the Legislature to appropriate twenty million dollars (\$20,000,000) to the California Natural Resources Agency for green infrastructure that conserves water, buffers climate change impacts, improves water quality, water supply, public health, reduces greenhouse gas emissions, and energy demand, restores, and protects rivers, creeks and streams. Eligible projects must be located in an urban area and meet two of the following objectives:

- Promote Groundwater Recharge and Water Reuse,
- Reduce Energy Consumption,
- Use Soils, Plants, and Natural Processes to Treat Runoff,
- Create, or Restore Native Habitat, and
- Increase Regional and Local Resiliency and Adaptability to Climate Change.

Staff identified two eligible project sites along the Bakersfield and San Altos channels (**Attachment A – Exhibit 1**). This project seeks to protect and improve water quality, mitigate any safety and health hazards and restore the channels to their natural state by removing the invasive species, removing health hazards such as trash, debris, and vermin and restoring native materials. Staff requests that the City Council adopt the attached resolution (**Attachment B**) of support for the City's application due to California Natural Resources Agency no later than October 3, 2016.

Fiscal Impact:

None.

Environmental Review:

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

Public Information:

- | | | |
|--|---|---|
| ☒ None | ☐ Newsletter article | ☐ Notice to property owners within 300 ft. |
| ☐ Notice published in local newspaper | ☐ Neighborhood meeting | |

Attachments:

A. Staff Report

B. Resolution

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 1.E

Mtg. Date September 20, 2016

Item Title: **Preparation and Submittal of the Urban Rivers Grant Application**

Staff Contact: Mike James, Assistant City Manager / Public Works Director

Discussion:

In June 2016, the State of California authorized the California Urban Rivers Grant (CURG) Program. As defined in the grant guidelines, the California Natural Resources Agency is the agency responsible for developing and implementing the program.

The grant provides funding to implement more reliable water supplies, the restoration of important species and habitat, and a more resilient and sustainably managed water infrastructure. Project areas authorized by CURG program must be located within an urban area.

Proposed Project

Staff took into account the expected outcomes of the CURG program and available project areas in the City to identify the Bakersfield Channel and the San Altos Channel as eligible project sites. If the resolution is approved, staff will submit an application that will protect and improve water quality, mitigate any safety and health hazards, and restore the channels to its natural state by removing the invasive species, removing health hazards such as trash, debris, and vermin and restoring native materials.

Staff's cost estimate for this project is \$522,500. An estimated project cost breakdown is listed below:

Description	Amount
Rehabilitation Costs	\$450,000
Inspections Costs	\$25,000
Project Contingency ~ 10%	\$47,500
Total	\$522,500

Submittal of Grant Application

The CURG program anticipates two funding cycles with approximately \$9.3 million available to award in each cycle. There are no minimum grant amounts for this grant program. Staff's cost estimate for this project is an estimate based on recent channel improvement project costs completed in the City. Staff remains cautiously optimistic that the final project cost will remain the same or decrease.

To strengthen the City's grant application, staff proposes a 10 percent matching amount from TransNet Funds. After completing the grant application, staff will submit the package to the California Natural Resources Agency for review. The California Natural Resources Agency is expected to review and approve all grant applications by Spring 2017.

Attachment A

Conclusion:

Staff recommends that the City Council adopts a resolution (**Attachment B**) approving the preparation and submittal of the Urban Rivers Grant Application.

Attachment A – Exhibit 1



Attachment A – Exhibit 1



1 inch = 200 feet



Attachment A – Exhibit 1



Attachment B

RESOLUTION NO. 2016-_____

RESOLUTION OF THE LEMON GROVE CITY COUNCIL APPROVING THE PREPARATION AND SUBMITTAL OF THE URBAN RIVERS GRANT APPLICATION UNDER THE WATER QUALITY, SUPPLY, AND INFRASTRUCTURE IMPROVEMENT ACT OF 2014 (PROPOSITION 1)

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the City of Lemon Grove has a need to improve the Bakersfield and San Altos Channels; and

WHEREAS, removing invasive species, removing health hazards such as trash, debris, and vermin and restoring native materials will protect and improve water quality, mitigate any safety and health hazards, and restore the channels to their natural state; and

WHEREAS, the cost to improve said channels is beyond the City's financial capacity; and

WHEREAS, the City wishes to apply for a grant for State financial assistance through the Urban Rivers Grant Program; and

WHEREAS, the goals of the grant are to implement more reliable water supplies, the restoration of important species and habitat, and a more resilient and sustainably managed water infrastructure; and

WHEREAS, the California Natural Resources Agency has been delegated with the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval of application(s) by the Applicants governing board before submission of said application(s) to the State; and

WHEREAS, the Applicant, if selected, will enter into an agreement with the State of California to carry out the Project; and

WHEREAS, the identified projects are estimated to cost \$550,000 to complete; and

WHEREAS, the City is committed to designate supplemental funds, as needed, to participate in a project that will improve two channels.

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

1. Approves the filing of an application for the California Urban Rivers Grant Program; and
2. Certifies that applicant understands the assurances and certification in the application; and
3. Certifies that applicant or title holder will have sufficient funds to operate and maintain the project(s) consistent with the land tenure requirements; or will secure the resources to do so; and,

Attachment B

4. Certifies that it will comply with all provisions of Section 1771.5 of the California Labor Code; and,
5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, the *California Environmental Quality Act* (CEQA), legal requirements for building codes, health and safety codes, disabled access laws, and, that prior to commencement of construction, all applicable permits will have been obtained; and,
6. Certifies that applicant will work towards the State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1, and
7. Appoints the City Manager or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned Project(s).

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**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 2
Mtg. Date September 20, 2016
Dept. Development Services

Item Title: **Short Term Concept for Connect Main Street Project from Broadway to Central Avenue and Professional Services Agreement with Michael Baker International for Construction Drawings of Short Term Concept**

Staff Contact: David De Vries, Development Services Director
Tim Gabrielson, City Engineer

Recommendation:

1. Accept the replacement of the short- and mid-term concepts with the proposed short-term concept – Broadway to Central Avenue;
2. Adopt a resolution (**Attachment B**) approving an agreement for professional services agreement with Michael Baker International for construction drawings of short-term concept.

Item Summary:

In 2014, the City received a SANDAG Smart Growth Incentive Program (SGIP) grant to fund the design and related studies for the Main Street Promenade Extension Planning Project (now named "Connect Main Street"). The project is an approximate two-mile-long corridor west of the Orange Line of the MTS trolley system that runs from Broadway to the south end of the City and includes walking and biking paths and park related activity areas. On August 4, 2015, the City Council accepted the proposed project concept; however, City Council members noted that the street closure on Main Street from Broadway to Central Ave. should not be considered as a part of a short or mid-term concepts. KTU+A (designer and project manager under contract) has developed an alternative short-term design for City Council consideration. As a part of a Housing-Related Parks Program (HRPP) grant, staff recommends that the revised short-term plan be fully designed and improved and that Michael Baker International prepare (prepared 30% construction drawings) the full construction drawings should the City Council accept the revised short-term design.

Fiscal Impact:

None; funded by SGIP and HRPP grant programs.

Environmental Review:

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

Public Information:

- | | | |
|--|---|---|
| ☒ None | ☐ Newsletter article | ☐ Notice to property owners within 300 ft. |
| ☐ Notice published in local newspaper | ☐ Neighborhood meeting | |

Attachments:

- A. Staff Report
- B. Resolution – Professional Services Agreement with Michael Baker International
- C. Accepted short-, mid-, and long-term concepts - Broadway to Central Ave.
- D. Proposed short-term concept - Broadway to Central Ave.

Attachment A

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 2

Mtg. Date September 20, 2016

Item Title: Short Term Concept for Connect Main Street Project from Broadway to Central Avenue and Professional Services Agreement with Michael Baker International for Construction Drawings of Short Term Concept

Staff Contact: David De Vries, Development Services Director
Tim Gabrielson, City Engineer

Background:

On January 10, 2014, the City received a Notice to Proceed for a SANDAG Smart Growth Incentive Program (SGIP) grant for \$400,000. The grant funds a 30% design and related technical studies for the Main Street Promenade Extension Planning Project (now named "Connect Main Street"). The project area is an approximate two-mile-long corridor within the Main Street right-of-way and easement areas west of, and adjacent to, the Orange Line of the MTS San Diego Trolley system from Broadway to the south end of the City ending towards the end of San Altos Place. The project includes walking and biking paths and park related activity areas.

On January 21, 2014, the City Council selected citizen volunteers to participate as members of a working group. The Working Group originally consisted of five members and met for a year and a half.

On February 18, 2014, the City of Lemon Grove selected KTU+A (subcontractor is Michael Baker International) to design the project and provide associated deliverables.

After the March 2014 kick-off meeting, the consultant, working group and staff (team) coordinated numerous tasks including:

1. Conducting surveys, public workshops and an open house.
2. Generating videos and creating a website presence.
3. Preparing Technical Studies including:
 - Base map
 - Utility mapping
 - Real estate data and easements
 - Hazardous materials
 - Biological mapping
 - Cultural relevance
 - Drainage and flooding
 - Traffic counts
4. Analyzing data and interviewing stakeholders to understand opportunities and constraints for development of the linear park.
5. Preparing project alternatives and selecting a concept.

Attachment A

On September 16, 2014, City Council accepted the vision and goals for the project that are consistent with the SANDAG grant and are stated below:

Vision

The vision is to create a community corridor that supports active lifestyles and transportation choices by providing a safe, beautiful and sustainable linear parkway that connects people, places and activities for generations to come.

Goals

1. Provide mobility options that support active healthy lifestyles;
2. Create a sense of place;
3. Enhance the natural environment;
4. Improve safety and access for all ages;
5. Improve connections between neighborhoods and business; and
6. Respect property and improve property values.

On June 26, 2015, the City was awarded \$364,500 in Housing-Related Parks Program (HRPP) grant funds. Of which, \$279,500 has been earmarked for construction drawings and improvements within the Connect Main Street corridor.

On August 4, 2015, the City Council accepted the proposed project concept and directed staff to prepare a General Plan Amendment to incorporate the concept into the General Plan. The selected concept was generated from a series of alternatives and public outreach and measured against the adopted vision and goals. The concept plans include cross sections for each segment, thematic design districts, and themed amenities. Significant changes to the project site included themes throughout the corridor amongst six segments, street closures and one-way streets, trail and multi-use path concepts (design and location), amenities (picnic tables, shade structures, seating, trash receptacles, lighting, etc.), landscape improvements, creek restoration, park related activity areas (skate park, pump track, bouldering area, community gardens, dog parks, tot lot, exercise facilities, etc.), and park improvements at Civic Center Park. Public art is included throughout segments and in the form of gateway signs or monoliths, fence and wall art, and historic and natural art pieces and furnishings. Educational panels, similar to those in the existing Promenade, are also included and focus on mile- and date-markers, interpretive panels and kiosks. Staff requested that the City Council deliberate on lighting concepts (both street standards and pedestrian level) for the entire length of the park and provide direction to the consultant and staff. This can be accomplished as a part of the final design of each segment.

On July 19, 2016, the City Council accepted a concept alternative for the segment between San Pasqual Street and Massachusetts Avenue to eliminate conflicts with SDG&E facilities and Union Pacific property. The City Council also directed staff to prepare a General Plan Amendment creating a new Special Treatment Area for the Connect Main Street project. The General Plan Amendment will be reviewed for consideration at an upcoming City Council meeting.

Discussion:

Conceptual Design Short-Term – Broadway to Central Avenue

On August 4, 2015, the City Council accepted the proposed project concept for the Connect Main Street project. During the public hearing, City Council members expressed concerns about closing Main Street at Broadway while the existing businesses on the southwest corner of Broadway and Main Street remained. The accepted short-term concept (**Attachment C**) prohibits vehicular traffic northbound on Main Street to Broadway (buses only) and allows for no pedestrian

Attachment A

movements across Main Street on the south side of Broadway. The accepted mid-term concept (**Attachment C**) prohibits all vehicular traffic north- and southbound on Main Street to Broadway (bus stop is relocated) and allows for shopping center vehicular traffic southbound on Main Street. Since the short- and mid-term concepts restrict vehicular access on Broadway, staff coordinated with KTU+A to revise the short-term plan allowing for vehicular traffic patterns to remain as-is and enhancing crosswalks and sidewalks within the corridor. The revised short term-plan creates a pedestrian bulb-out at the southwest corner Broadway and Main Street and new accessible curb ramps and crosswalks and expanded sidewalks within the corridor. The sidewalks are proposed to be colored an earthen tone to reflect the early pioneer period. No significant changes are proposed to the long-term concept.

Staff is supportive of the revised concept provided appropriate costs for maintenance are accounted for as a part of the final design and implementation.

Professional Services Agreement with Michael Baker for Construction Drawings

If the City Council accepts the revised short-term concept, then staff recommends that the \$279,500 of awarded HRPP grant funds be used for full construction drawings and improvements of the revised short-term Connect Main Street project plan from Broadway to Central Avenue. Since Michael Baker International completed the 30% construction drawings for the Connect Main Street project, staff recommends that they prepare the full construction drawings for this segment. A request for proposal is not required since they prepared the 30% drawings and are exceedingly familiar with the project. The Municipal Code allows the City Manager to waive the requirements for solicitation of multiple proposals if only one individual or firm can provide the professional services. As such, the total contract proposal amount is \$50,465. This includes design survey, final construction drawings, detailed construction scope and cost estimates for bidding, and detailed landscape, irrigation, lighting, and street amenity plans for the revised short-term concept. This is consistent with the City Council's direction to focus construction efforts within the Connect Main Street project area on basic pedestrian improvements first. Exhibit 1 of the Resolution approving the professional services contract (**Attachment B – Exhibit 1**) includes the full contract, budget and scope of work for completion by Michael Baker International with KTU+A as a subcontractor.

Conclusion:

Staff recommends that the City Council accept the replacement of the short- and mid-term concepts with the revised short-term concept (Broadway to Central Avenue); and adopt a resolution (**Attachment B**) approving an agreement for professional services with Michael Baker International for full construction drawings of the short-term concept .

RESOLUTION NO. 2016-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE APPROVING THE DESIGN CONTRACT FOR ENGINEERING AND LANDSCAPE ARCHITECTURE SERVICES FOR THE CONNECT MAIN STREET PHASE I IMPROVEMENT PROJECT

WHEREAS, on January 15, 2013, the City Council approved Resolution No. 2013-3158 authorizing the submittal of a grant application for the Main Street Promenade Extension Planning Project; and

WHEREAS, on January 10, 2014, the City received a SANDAG Smart Growth Incentive Program (SGIP) Grant for \$400,000 to fund the 30% design and related technical studies for the Main Street Promenade Extension Planning Project, now named "Connect Main Street;" and

WHEREAS, on January 21, 2014, the City Council selected citizen volunteers to participate as members of a working group. The Working Group originally consisted of five members and met for a year and a half; and

WHEREAS, on February 18, 2014, the City of Lemon Grove selected KTU+A to design the project and provide associated deliverables; and

WHEREAS, on September 16, 2014, City Council accepted the vision and goals for the project that are consistent with the SANDAG SGIP Grant; and

WHEREAS, on June 26, 2015, the City was awarded \$364,500 in Housing-Related Parks Program (HRPP) grant funds. Of which, \$279,500 has been earmarked for construction drawings and improvements within the Connect Main Street corridor; and

WHEREAS, on August 4, 2015, the City Council accepted the proposed project concept for Connect Main Street and directed staff to prepare a General Plan Amendment to incorporate the concept into the General Plan; and

WHEREAS, the selected concept was generated from a series of alternatives and public outreach and measured against the adopted vision and goals. The concept plans include cross sections for each segment, thematic design districts, and themed amenities; and

WHEREAS, on July 19, 2016, the City Council accepted a concept alternative for the segment between San Pasqual Street and Massachusetts Avenue to eliminate conflicts with SDG&E facilities and Union Pacific property; and

WHEREAS, on August 25, 2016, a proposal for the design of the Connect Main Street Phase I Improvement Project (short-term plan from Broadway to Central Avenue) from Michael Baker International was received; and

WHEREAS, on September 20, 2016, the City Council accepted a revised short-term plan that replaced the August 4, 2015 accepted short- and mid-term plans for the segment between Broadway and Central Avenue to eliminate street closures from interim concept proposals and to enhance pedestrian mobility; and

Attachment B

WHEREAS, staff is to implement the Connect Main Street Project in conformance with the California Department of Housing and Community Development Housing Related Parks Program (HRPP) Grant requirements and deadlines; and

WHEREAS, Michael Baker International has special knowledge and expertise regarding the Connect Main Street Project based on their recent experience preparing the 30% construction drawings and related technical studies; and

WHEREAS, Michael Baker International will prepare the full construction drawings as a part of a Housing Related Parks Program (HRPP) grant for design and construction; and

WHEREAS, Michael Baker International has agreed to the attached professional agreement terms and scope of work as presented herein (**Exhibit I**); and

WHEREAS, staff believes that Michael Baker International has and will provide adequate assistance towards the preparation of a successful project; and

WHEREAS, staff finds it in the public interest to award the Connect Main Street Phase I Improvement Project to Michael Baker International; and

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

1. Awards an agreement (**Exhibit 1**) to Michael Baker International for the full construction design of the Connect Main Street Phase I Improvement Project (Short-Term Plan from Broadway to Central Avenue); and
2. Sets the project design budget in an amount not to exceed \$50,465.00; and
3. Authorizes the City Manager or her designee to execute agreement and manage said contract and all project documentation.

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Attachment B – Exhibit 1

AGREEMENT FOR PROFESSIONAL ENGINEERING AND LANDSCAPE ARCHITECTURE SERVICES FOR CONNECT MAIN STREET PHASE I IMPROVEMENTS BY AND BETWEEN THE CITY OF LEMON GROVE AND MICHAEL BAKER INTERNATIONAL

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 Michael Baker International (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY desires to employ a CONTRACTOR to provide professional engineering and landscape architecture services.

WHEREAS, the CITY has determined that the CONTRACTOR is a professional engineering firm (with professional landscape architecture subconsultants) and is qualified by experience, specific project knowledge, and ability to perform the Project Manager and supporting engineering and landscape architecture services 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 prepare the full construction drawings as a part of a Housing Related Parks Program (HRPP) grant for of the construction of Connect Main Street Phase I Improvement Project (Short-Term Plan from Broadway to Central Avenue) and related engineering and landscape architecture services as further described in the attached Exhibit "A".*

The CONTRACTOR shall be responsible for providing services consistent with the budget and scope of work in Exhibit "A". The CONTRACTOR shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY and as referenced in Exhibit "A". The CONTRACTOR shall appear at meetings cited.

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.

3. **PROJECT COORDINATION AND SUPERVISION.** *Tim Gabrielson, PE, City Engineer, is hereby designated as the Project Manager for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single professional analyst to act as the Project Director, or Principal in Charge, to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. Tim Thiele, PE, QSD, is hereby designated as the Project Director 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 the base amount of FIFTY THOUSAND FOUR*

Attachment B – Exhibit 1

HUNDRED SIXTY FIVE DOLLARS (\$50,465.00), without prior written authorization from the City's Project 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 and in the sole discretion of 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 last through June 30, 2017 or until all work has been completed by the CONTRACTOR and accepted by the CITY, whichever occurs first, unless an extension is otherwise mutually agreed upon and approved.*

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. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the CONTRACTOR discharges the City of all of the City's payment obligations and liabilities under 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 ventures 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

Attachment B – Exhibit 1

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. Submittals Required with the Agreement. Failure of the CONTRACTOR to provide the following documentation with the executed agreement will cause delay in the agreement being executed by the City:

- A. Insurance as specified in Section 15 of this agreement;
- B. Taxpayer Identification Number (W-9)
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>;
- C. IRS Letter of Non-Profit 501 (c) (3) (If Applicable);
- D. City Business License;

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

Attachment B – Exhibit 1

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.

D. City's Right to Terminate for Default. If the CONTRACTOR fails to perform or adequately perform any obligation required by this agreement, the CONTRACTOR's failure constitutes a Default. If the CONTRACTOR fails to satisfactorily cure a Default within ten (10) calendar days of receiving a written notice from the City specifying the nature of the Default, the City may immediately cancel and/or terminate this Agreement, and terminate each and every right of the CONTRACTOR, and any person claiming any rights by or through the CONTRACTOR under this Agreement. The rights and remedies of the City enumerated in this paragraph are cumulative and shall not limit the City's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or enacted or established at a later date, that may be available to the City against the CONTRACTOR.

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; (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; or (v) is disclosed according to law or court order.

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.

Attachment B – Exhibit 1

14. **INDEMNIFICATION AND HOLD HARMLESS.** The CONTRACTOR 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 CONTRACTOR, its employees, agents, and subcontractors in the performance of services under this Agreement. CONTRACTOR'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. CONTRACTOR's indemnification obligations shall not be limited by the insurance provisions of this Agreement. The CITY AND CONTRACTOR 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.

15. **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 hired and non-owned vehicles.

C. Comprehensive general liability insurance, with minimum limits of \$1,000,000 combined single limit per occurrence, covering all personal injury, bodily injury and property damage arising out of its operation under this Agreement. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. Contractual liability limitation endorsement is not acceptable.

D. Workers' compensation insurance covering all of CONTRACTOR's employees. The CONTRACTOR shall comply with all of the provisions of the Worker's 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. That policy shall provide a minimum of \$1,000,000 of employer's liability coverage, and the CONTRACTOR shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

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. If any 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.

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

H. 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

Attachment B – Exhibit 1

according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the CITY.

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

J. **Specific Provisions Required.** Each policy required under this section shall expressly provide, and an endorsement shall be submitted to the City, that:

1. 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. The CITY's Additional Insured status must be reflected on additional insured endorsement form CG 2012, or equivalent, which shall be submitted to the CITY.

2. The Policies cannot be canceled, non-renewed or materially changed except after thirty (30) calendar days prior written notice by the CONTRACTOR to the CITY by certified mail, as reflected in an endorsement which shall be submitted to the CITY except for non-payment of premium, in which case ten (10) days' notice will be provided.

3. 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.

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

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.

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.

If a third part dispute or litigation, or both, arises out of, or relates in any way to the services provided under this Agreement, upon the City's request, the CONTRACTOR, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The CONTRACTORS assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

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 CONTRACTOR. During said 30-day period the CONTRACTOR shall perform all services in accordance with this Agreement. The CONTRACTOR 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 CONTRACTOR in connection

Attachment B – Exhibit 1

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.

F. The termination of the services shall be effective upon receipt of the notice by the CONTRACTOR.

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: *Tim Gabrielson, City Engineer*
City of Lemon Grove
3232 Main Street
Lemon Grove, CA 91945-1701

To the CONTRACTOR: *Tim Thiele, Vice President*
Michael Baker International
5050 Avenida Encinitas, Suite 260
Carlsbad, CA 92008

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 CONTRACTOR shall not perform services of any kind for any

Attachment B – Exhibit 1

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 Lemon Grove 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 the CONTRACTOR violates any conflict of interest laws or any of these provisions in this section, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Contractor to liability to the CITY for attorney fees and all damages sustained as a result of the violation.

☒ 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:

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 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.

21. 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.

Attachment B – Exhibit 1

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. *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

MICHAEL BAKER INTERNATIONAL

(Corporation – signatures of two corporate officers)

(Partnership – one signature)

(Sole proprietorship – one signature)

Date: _____

Date: _____

By: _____

Lydia Romero
City Manager

By: _____

(Name)

(Title)

APPROVED AS TO FORM

Date: _____

Date: _____

By: _____

James P. Lough
City Attorney

By: _____

(Name)

(Title)



Exhibit A

Main Street Promenade Phase II – Segment 1

Consultant Manager:	Tim Thiele, Michael Baker International
City of Lemon Grove Manager:	Tim Gabrielson, Rick Engineering
Duration:	3 months
Total Contract Value:	\$45,965 (\$50,465 w/ options)

Project Understanding

The intent of this work is to provide plans, specifications and estimate for improvements to the west side of Main Street from Broadway to Central Avenue. The improvements will consist of walkways, pedestrian ramps, curb & gutter repairs and improvements, hardscape and landscape treatments, lighting and signage designs.

Scope of Services

Task 1: Field Survey (Optional Task)

Consultant will perform a topographic survey on Main Street which will include the following:

- Establish horizontal and vertical control using appropriate benchmarks.
- Obtain information for edge conditions at limits of work where new improvements will meet existing.
- Obtain miscellaneous utility information such as invert elevations, pole locations and locations of other surface facilities within the project footprint.
- Detailed driveway topography at each property.
- Boundary survey to define existing right-of-way.

Deliverables

Topographic Base Map

Task 2: Street Improvement Plans

Consultant will prepare demolition and improvement plans for the addition of a walkways, curb, and gutter along the north side of Main Street from Broadway to City Hall. The plans will be prepared at a scale of one-inch equals twenty feet (1"=20') with accompanying profiles. Submittals of the improvement plans will be made at 65%, 90%, and Final. Improvement plans will indicate all surface improvements including, but not limited to curb, gutter, walkway, pedestrian ramps, driveways, pavement, utility relocations, curb returns, and grading. Plan submittals shall consist of fourteen 24" x 36" sheets.

Deliverables

PS&E submittals at 65%, 90% and Final milestones

Task 3: Opinion of Probable Construction Costs & Specifications

Consultant will provide an opinion of probable construction costs in Microsoft Excel format that will include bid item description, bid unit, bid quantity, unit price, and total price for each bid item. The spreadsheet item description will correspond with the Bid Schedule item description to be used when advertising the project for construction bids. The opinion of probable construction costs will be submitted at 65%, 90%, and Final. As part of this task, Consultant will edit Parts 1, 2 and 3 of the Supplemental Provisions to the "Greenbook". It is assumed the City will provide and prepare the Notice Inviting Bids and the Bidder's Instructions for the Specifications Documents.

Deliverables

The opinion of probable construction costs and project specifications

Task 4: Landscape Architecture (KTU+A)

4.1 *Prepare landscape and natural storm water treatment plans*

Draft demolition plan to show plant material and hardscape features on the project site to be removed. Work with the Civil to determine opportunities for capture of storm water runoff in parkway strips. Create construction drawings indicating the placement and species of trees and any shrubs, groundcover, landscape surfacing and/or elements used in the project. Generate irrigation plans indicating mainline, lateral, and dripline placement as well as the location and types of irrigation equipment to be used. Prepare MAWA calculations and scheduling for the irrigation system.

4.2 *Prepare interpretive signage*

Research and design graphics for interpretive signs. Create plan specifying size, location, and types of interpretive signs and provide materials and finishes of sign elements.

4.3 *Prepare lighting plan and streetscape materials*

Create plan indicating placement and type of lighting products and other streetscape elements such as bollards, seating, trash receptacles or bike racks. Specify materials and finishes of lighting and streetscape elements.

4.4 *Update overall costs*

Perform plant, irrigation, and proposed streetscape element unit and square footage counts and prepare a cost estimate for the landscape portion of the project.

4.5 *Quality control and submit 65% package*

Senior Planner and Landscape Architect to plan check drawings and supervise corrections of any errors and/or omissions on the plans.

Deliverables:

*Project planning base map, concept plans and material exhibits on proposed choices
Construction drawings at 65%, 90% and Final*

Task 5: Meetings, Coordination and Project Management

Consultant shall meet with and coordinate items related to the scope of work with the City, and design team members through design process. This task is based on an estimate of 12 hours of meetings and coordination. Consultant shall provide monthly progress reports including a description of work complete, a description of work remaining, and a summary of expenditures to day

Deliverables

Meeting minutes.

Monthly progress reports that will be submitted with each monthly invoice.

Schedule

Design work is anticipated to start in September 2016 and to last for approximately three (3) months. Major submittal milestones are as follows:

Deliverable	Submittal	City Review Period
Assumed City NTP 9/21/2016		
65% Submittal	10/12/16	10/13/16-10/19/16
90% Submittal	11/2/16	11/3/16-11/9/16
Final Design	11/16/16	11/17/16 Ready to Bid

Compensation Summary

Client agrees to compensate Michael Baker International for services indicated below:
 Monthly on a percentage of completion basis for fees as indicated below.

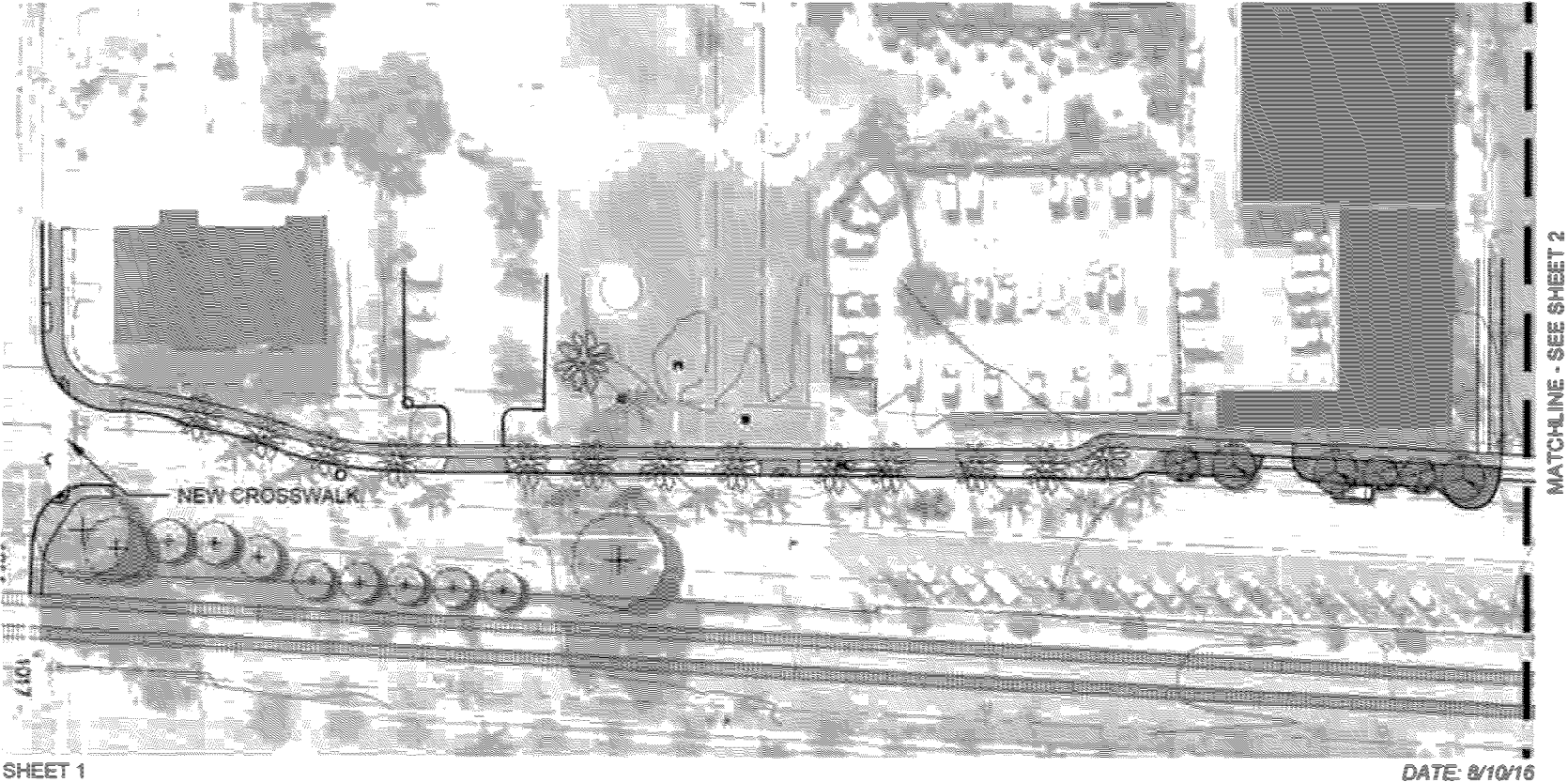
FINAL ENGINEERING

Task 2	Street Improvement Plans	23,805
Task 3	Cost Estimate and Specifications	3,810
Task 4	Landscape Architecture (KTU+A)	14,700
Task 5	Meetings, Coordination and Project Management	3,200
Task 6	Reimbursables	450

TOTAL \$ 45,965

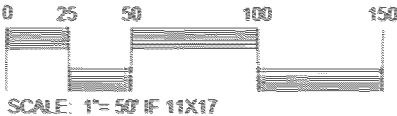
Task 1	Field Survey	\$ 4,500
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TOTAL all TASKS including OPTIONAL Task 1 \$ 50,465



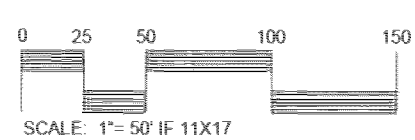
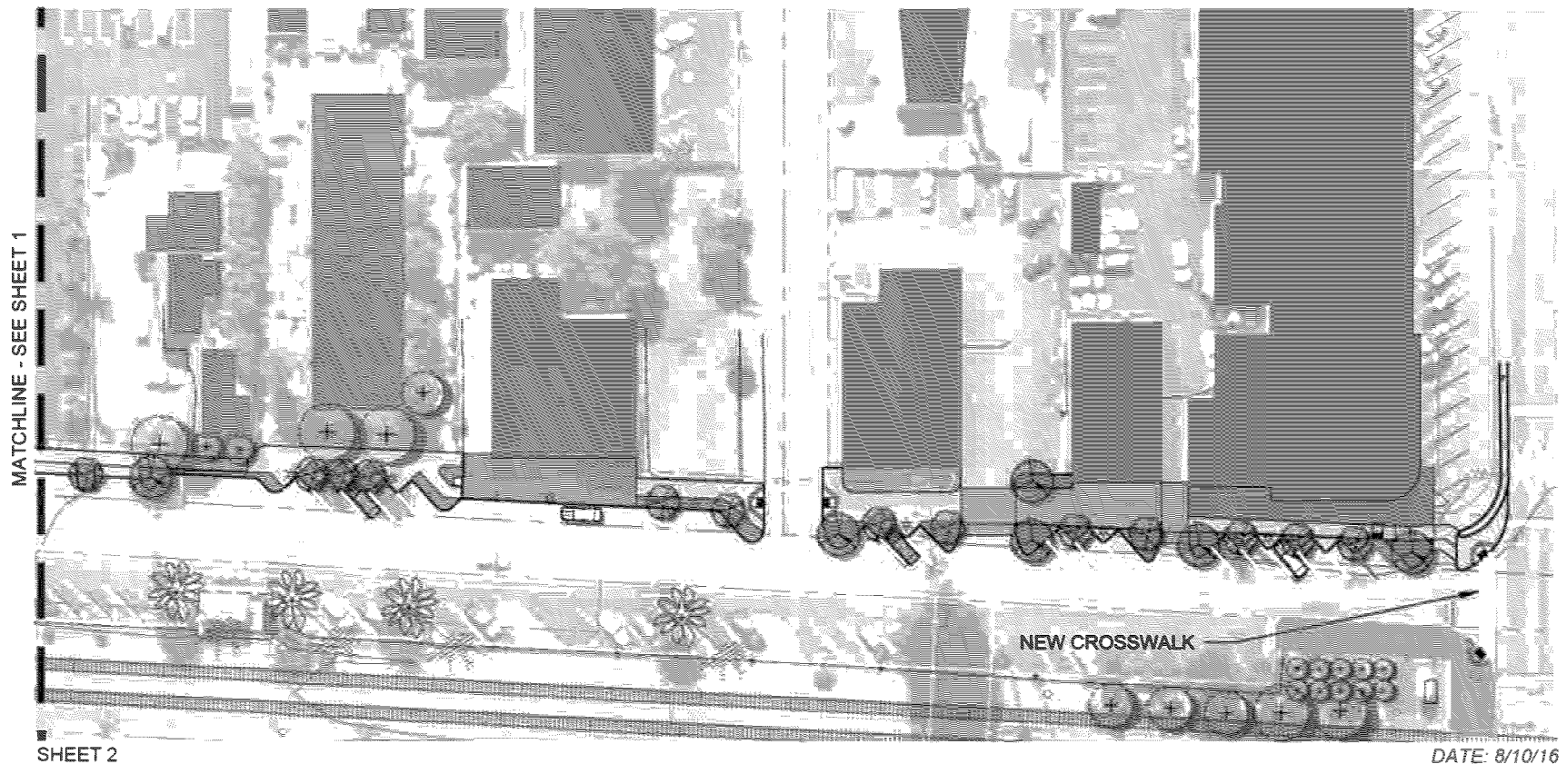
LEGEND

- Existing concrete to remain & be stained (8000 SF)
- Existing Concrete to be repaired (3300 SF)
- New concrete (4800 SF)
- New planting (3600 SF)
- New pioneer-themed light standard (10)
- Lagerstroemia indica* - Crape Myrtle (16)
MIN. 24" Box
- Lophostemon confertus* - Brisbane Box (9)
MIN. 24" Box
- Existing trees & palms to remain

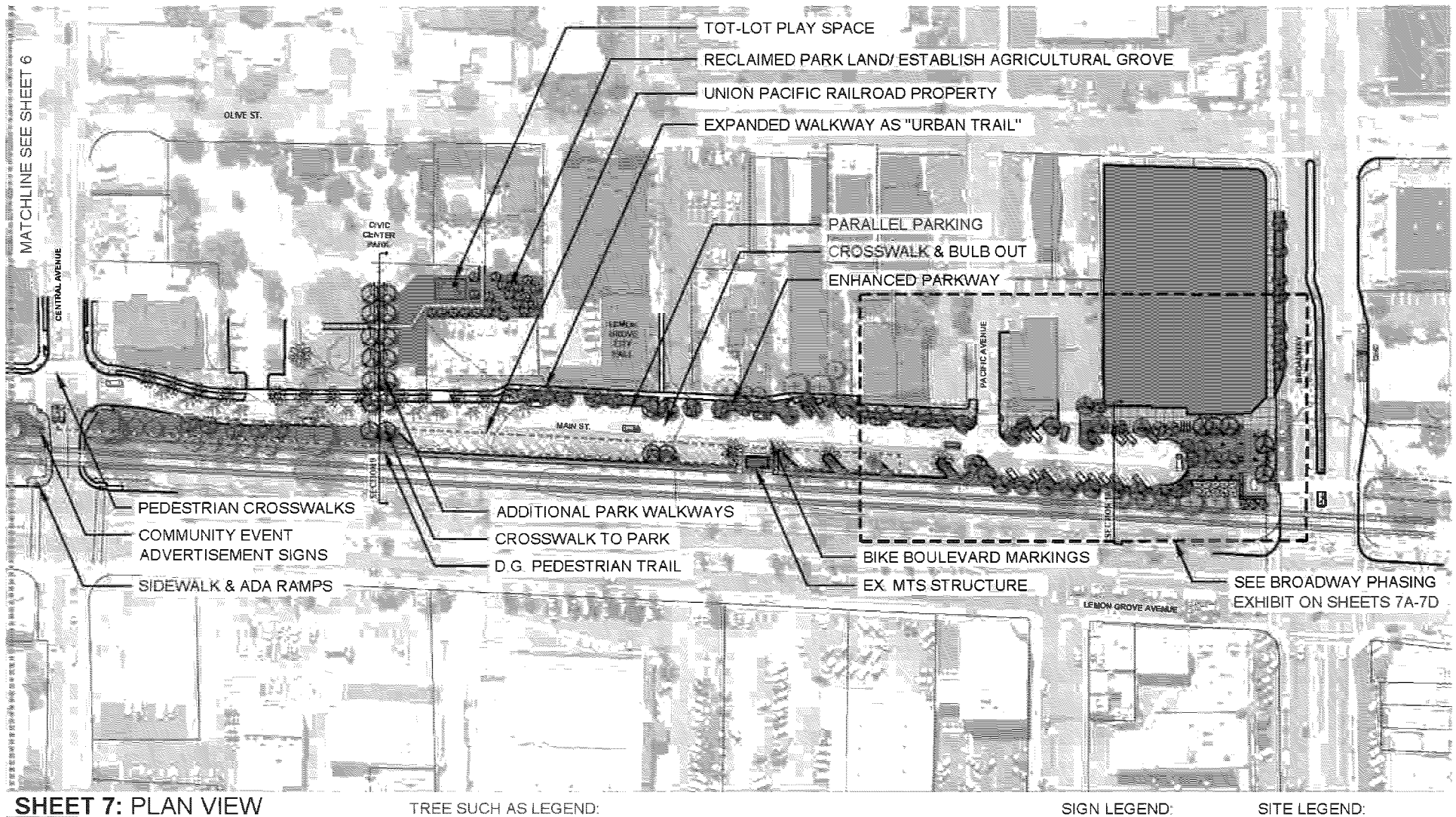


Attachment B – Exhibit 1

Exhibit A

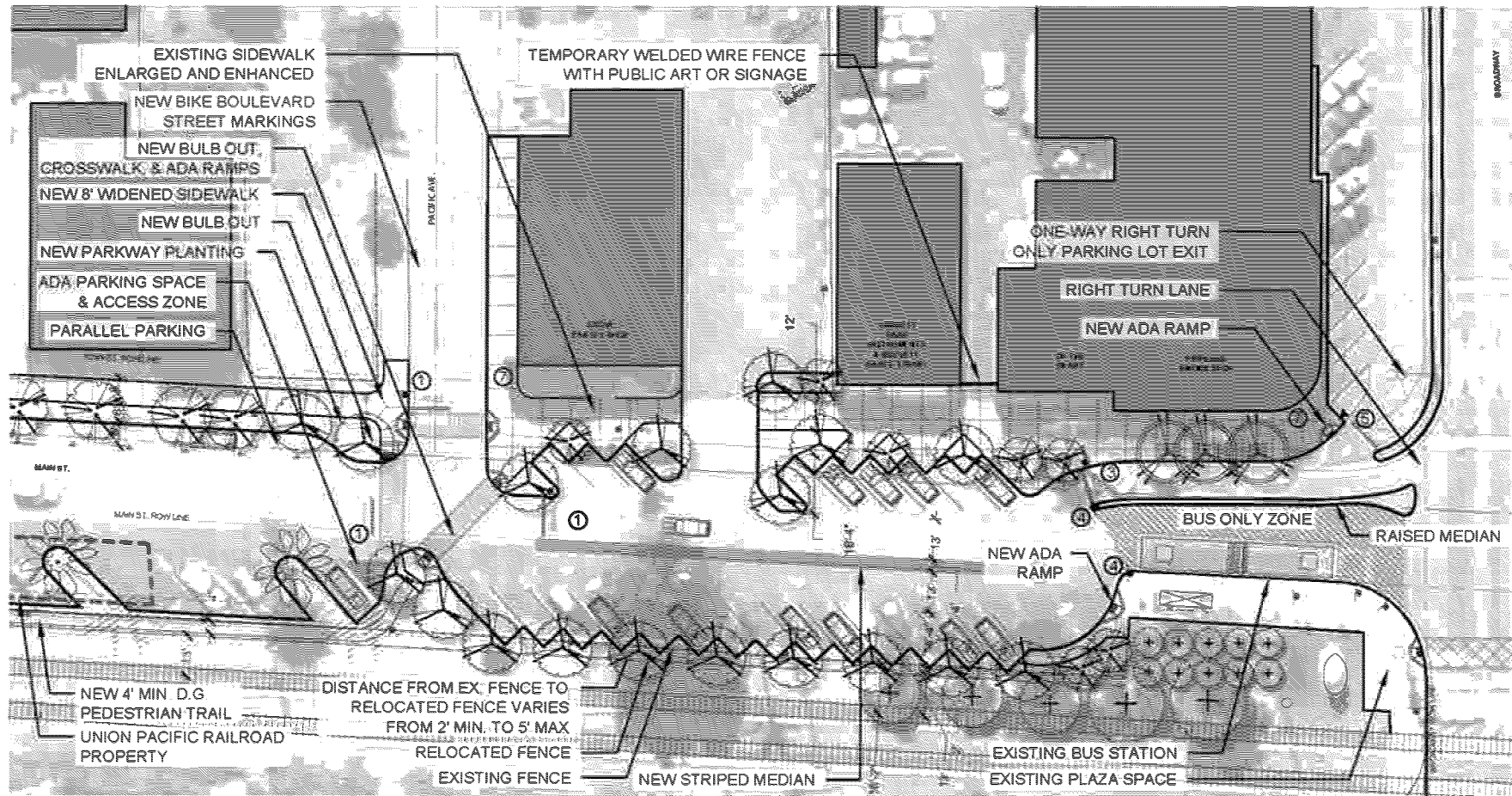


8-4-15 Accepted Expanded Plan View - Broadway to Central Segment

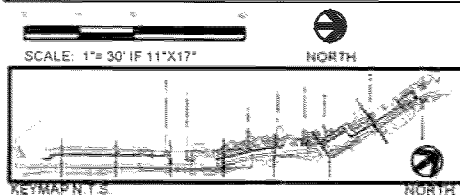


Attachment C

8-4-15 Accepted Short-Term Plan - Broadway to Central Segment



SHEET 7B: SHORT TERM



TREE SUCH AS LEGEND:

- | | | |
|---|---|--|
| Ironwood - <i>Lyonothamnus floribundus</i>
Torrey Pine - <i>Pinus torreyana</i> | CA Sycamore - <i>Platanus racemosa</i>
Bay Laurel - <i>Umbellularia californica</i> | Date Palm - <i>Phoenix dactylifera</i> |
| Western Redbud - <i>Cercis occidentalis</i>
Crape Myrtle - <i>Lagerstroemia indica</i>
Bronze Loquat - <i>Enodolrys deflexa</i> | Brisbane Box - <i>Lophostemon confertus</i>
Peppermint Tree - <i>Agonis flexuosa</i>
Ornamental Pear - <i>Pyrus species</i> | Existing Tree |
| CA Live Oak - <i>Quercus agrifolia</i>
Valley Oak - <i>Quercus lobata</i>
Island Oak - <i>Quercus tomentella</i> | Common Alder - <i>Alnus rhombifolia</i>
Willow - <i>Salix species</i>
Elderberry - <i>Sambucus mexicana</i> | Existing Palm |

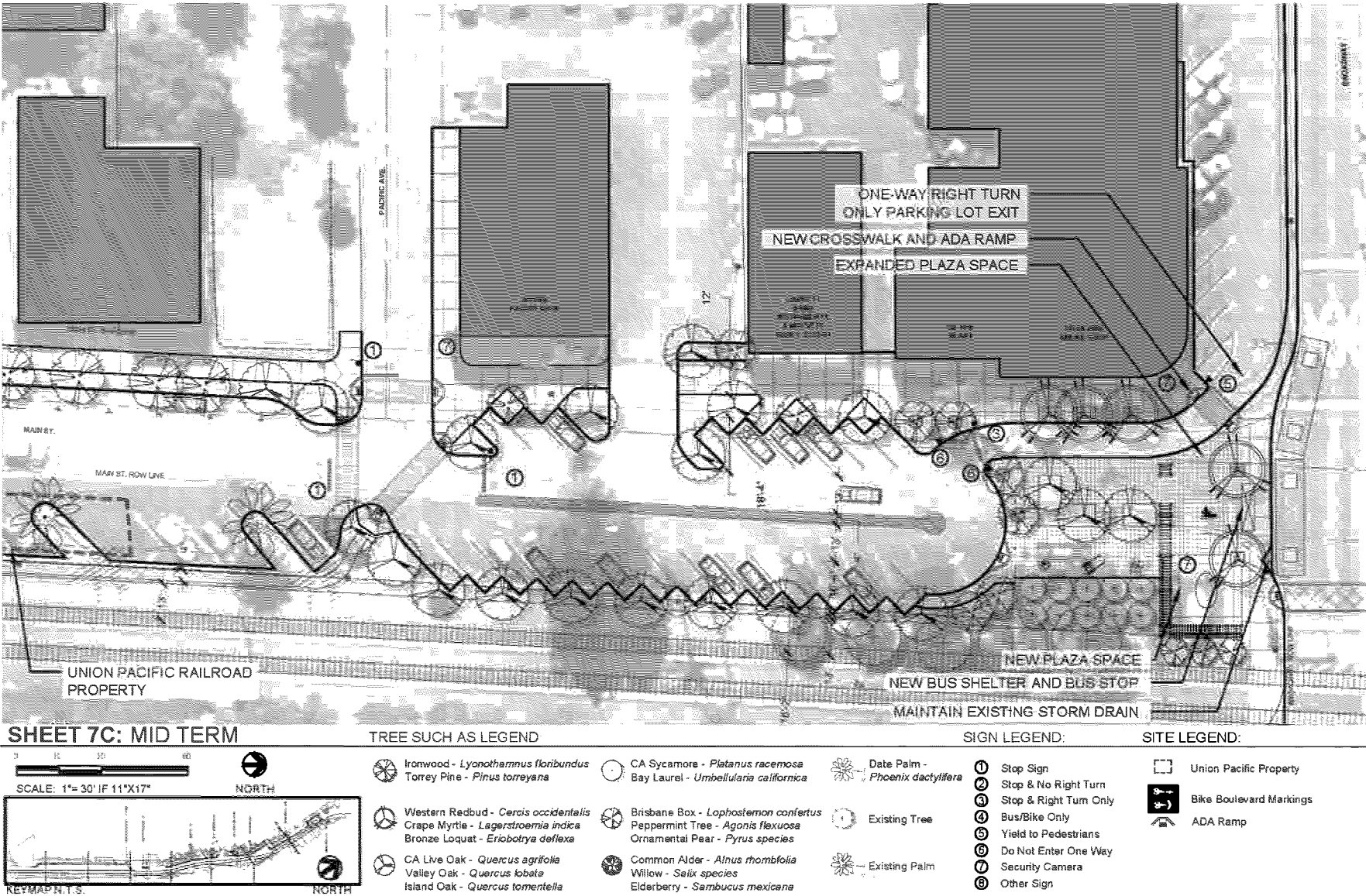
SIGN LEGEND:

- 1 Stop Sign
- 2 Stop & No Right Turn
- 3 Stop & Right Turn Only
- 4 Bus/Bike Only
- 5 Yield to Pedestrians
- 6 Do Not Enter One Way
- 7 Security Camera
- 8 Bike Stop Sign

SITE LEGEND:

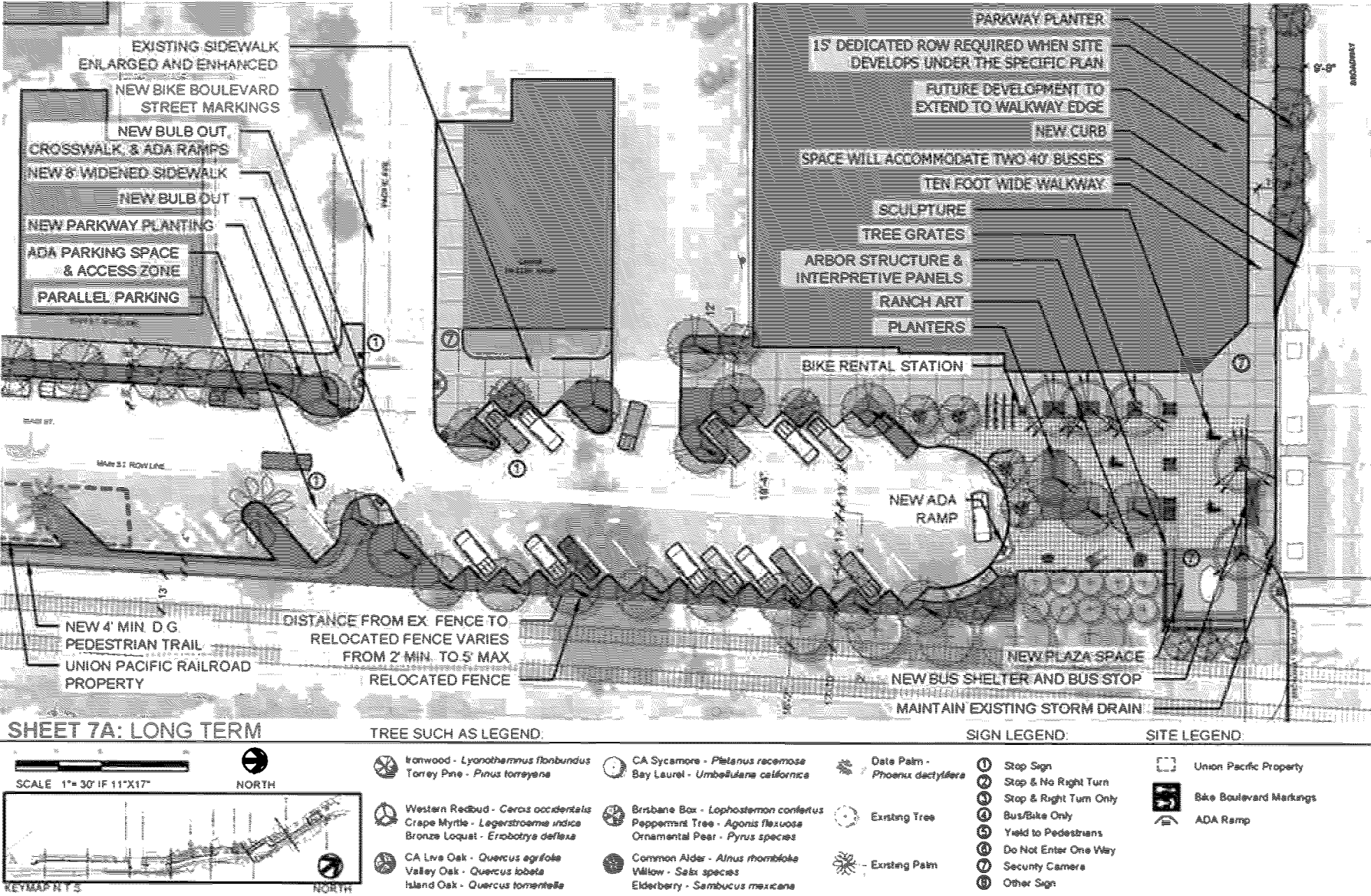
- Union Pacific Property
- Bike Boulevard Markings
- ADA Ramp

8-4-15 Accepted Mid-Term Plan - Broadway to Central Segment

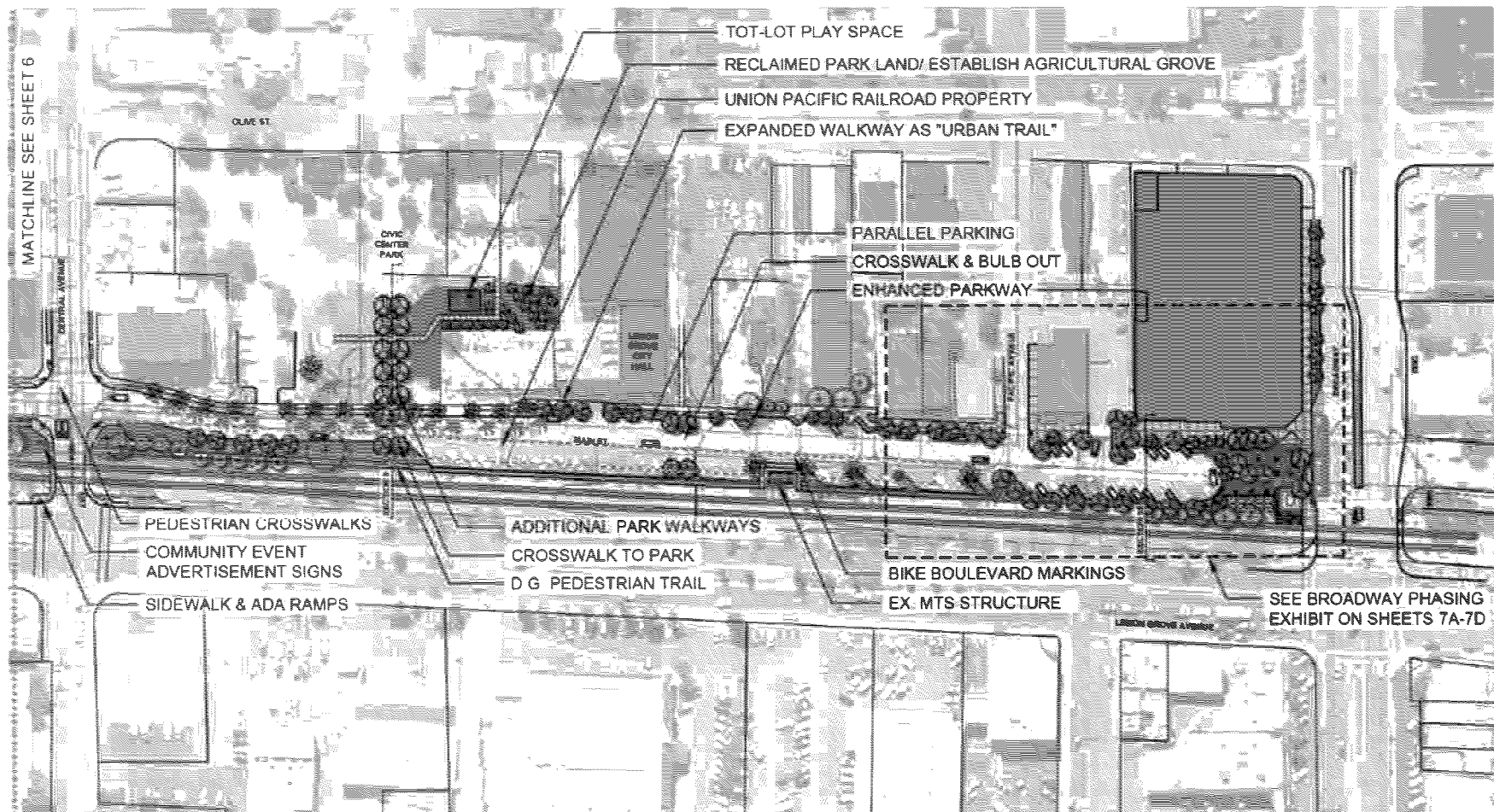


Attachment C

8-4-15 Accepted Long-Term Plan - Broadway to Central Segment

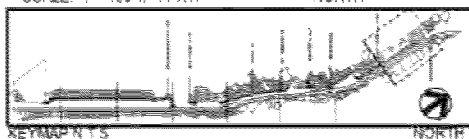


Proposed Expanded Plan View - Broadway to Central Segment



SHEET 7: PLAN VIEW

SCALE: 1" = 100' IF 11"X17"



TREE SUCH AS LEGEND:

- | | | |
|--|--|--|
| Ironwood - <i>Lyonothamnus floribundus</i>
Torrey Pine - <i>Pinus torreyana</i> | CA Sycamore - <i>Platanus racemosa</i>
Bay Laurel - <i>Umbellularia californica</i> | Date Palm - <i>Phoenix dactylifera</i> |
| Western Redbud - <i>Cercis occidentalis</i>
Crape Myrtle - <i>Lagerstroemia indica</i>
Orange Tree - <i>Citrus species</i> | Brisbane Box - <i>Lophostemon confertus</i>
Peppermint Tree - <i>Agonis hexuosa</i>
Ornamental Pear - <i>Pyrus species</i> | Existing Tree |
| CA Live Oak - <i>Quercus agrifolia</i>
Valley Oak - <i>Quercus lobata</i>
Island Oak - <i>Quercus tomentella</i> | Common Alder - <i>Alnus rhombifolia</i>
Willow - <i>Salix species</i>
Elderberry - <i>Sambucus mexicana</i> | Existing Palm |

SIGN LEGEND:

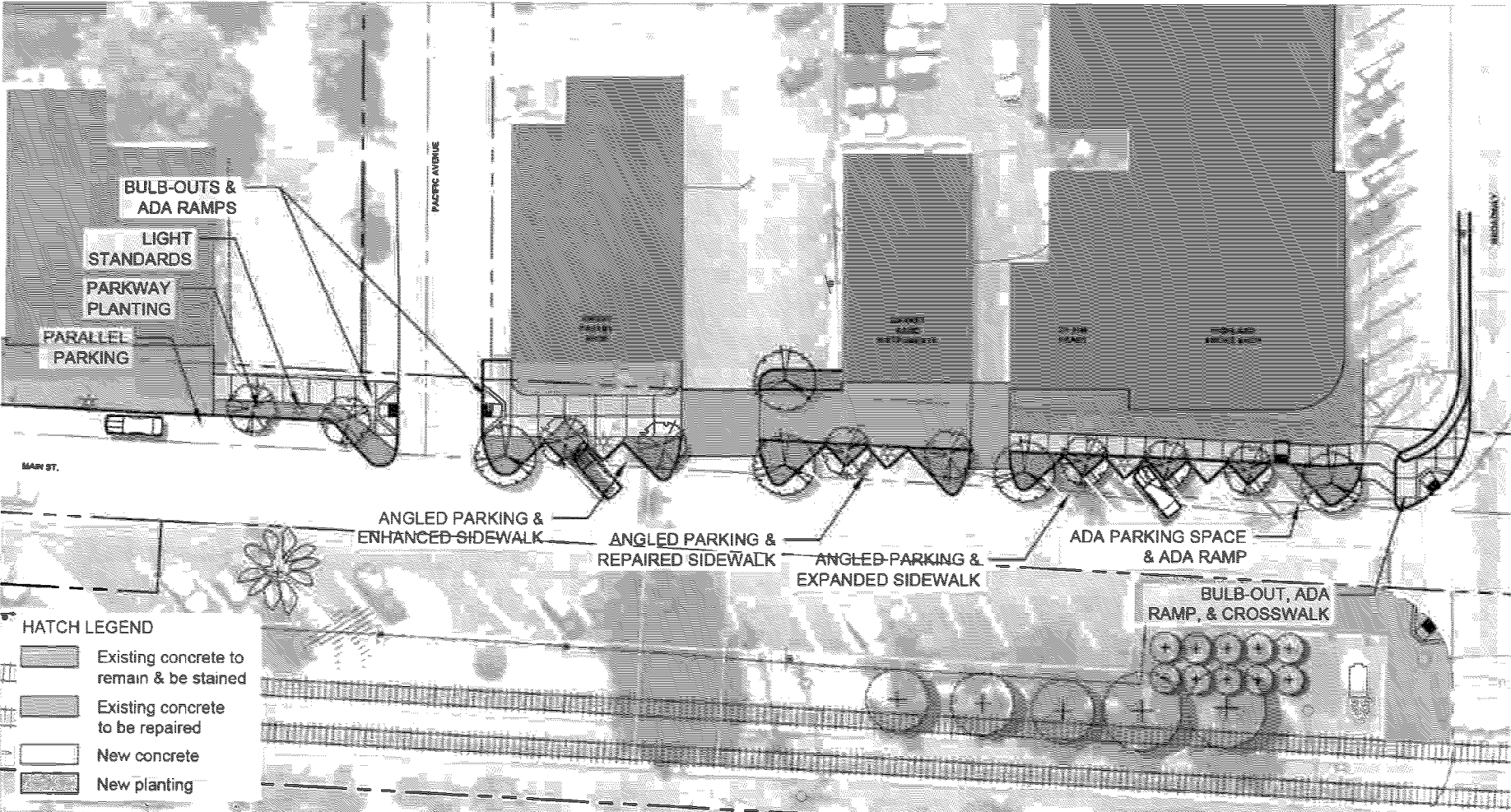
- ① Stop Sign
- ② Stop & No Right Turn
- ③ Stop & Right Turn Only
- ④ Bus/Bike Only
- ⑤ Yield to Pedestrians
- ⑥ Do Not Enter One Way
- ⑦ Security Camera
- ⑧ Bike Stop Sign

SITE LEGEND:

- Union Pacific Property
- Bike Boulevard Markings
- ADA Ramp
- Boulders
- Sit-Only Bench
- Interpretive Sign

Attachment D

Proposed Short-Term Plan - Broadway to Central Segment

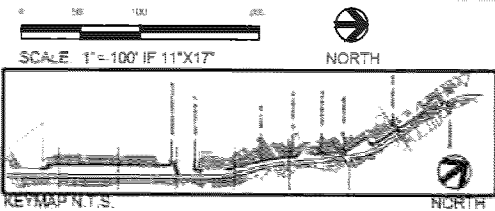


SHEET 7B: SHORT TERM - Alt. 2

TREE SUCH AS LEGEND:

SIGN LEGEND:

SITE LEGEND:



- Ironwood - *Lyonothamnus floribundus*
- Torrey Pine - *Pinus torreyana*
- Western Redbud - *Cercis occidentalis*
- Crape Myrtle - *Lagerstroemia indica*
- Orange Tree - *Citrus species*
- CA Live Oak - *Quercus agrifolia*
- Valley Oak - *Quercus lobata*
- Island Oak - *Quercus tomentella*

- CA Sycamore - *Platanus racemosa*
- Bay Laurel - *Umbellularia californica*
- Brisbane Box - *Lophostemon confertus*
- Peppermint Tree - *Agonis flexuosa*
- Ornamental Pear - *Pyrus species*
- Common Alder - *Alnus rhombifolia*
- Willow - *Salix species*
- Elderberry - *Sambucus mexicana*

- Date Palm - *Phoenix dactylifera*
- Existing Tree
- Existing Palm

- 1 Stop Sign
- 2 Stop & No Right Turn
- 3 Stop & Right Turn Only
- 4 Bus/Bike Only
- 5 Yield to Pedestrians
- 6 Do Not Enter One Way
- 7 Security Camera
- 8 Bike Stop Sign

- Union Pacific Property
- Bike Boulevard Markings
- ADA Ramp
- Boulders
- Sit-Only Bench
- Interpretive Sign

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 2
Mtg. Date September 20, 2016
Dept. Development Services

Item Title: **Short Term Concept for Connect Main Street Project from Broadway to Central Avenue and Professional Services Agreement with Michael Baker International for Construction Drawings of Short Term Concept**

Staff Contact: David De Vries, Development Services Director
Tim Gabrielson, City Engineer

Recommendation:

1. Accept the replacement of the short- and mid-term concepts with the proposed short-term concept – Broadway to Central Avenue;
2. Adopt a resolution (**Attachment B**) approving an agreement for professional services agreement with Michael Baker International for construction drawings of short-term concept.

Item Summary:

In 2014, the City received a SANDAG Smart Growth Incentive Program (SGIP) grant to fund the design and related studies for the Main Street Promenade Extension Planning Project (now named "Connect Main Street"). The project is an approximate two-mile-long corridor west of the Orange Line of the MTS trolley system that runs from Broadway to the south end of the City and includes walking and biking paths and park related activity areas. On August 4, 2015, the City Council accepted the proposed project concept; however, City Council members noted that the street closure on Main Street from Broadway to Central Ave. should not be considered as a part of a short or mid-term concepts. KTU+A (designer and project manager under contract) has developed an alternative short-term design for City Council consideration. As a part of a Housing-Related Parks Program (HRPP) grant, staff recommends that the revised short-term plan be fully designed and improved and that Michael Baker International prepare (prepared 30% construction drawings) the full construction drawings should the City Council accept the revised short-term design.

Fiscal Impact:

None; funded by SGIP and HRPP grant programs.

Environmental Review:

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

Public Information:

- | | | |
|--|---|---|
| ☒ None | ☐ Newsletter article | ☐ Notice to property owners within 300 ft. |
| ☐ Notice published in local newspaper | ☐ Neighborhood meeting | |

Attachments:

- A. Staff Report
- B. Resolution – Professional Services Agreement with Michael Baker International
- C. Accepted short-, mid-, and long-term concepts - Broadway to Central Ave.
- D. Proposed short-term concept - Broadway to Central Ave.

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 3
Mtg. Date September 20, 2016
Dept. City Manager's Office

Item Title: **Next Generation Regional Communications System Agreement, First Amendment**

Staff Contact: Lydia Romero, City Manager

Recommendation:

Adopt a resolution (**Attachment B**) approving the Next Generation Regional Communications System Agreement, First Amendment.

Item Summary:

The purpose of this agenda item is to present a resolution approving the Next Generation Regional Communications System Agreement, First Amendment for City Council consideration. The staff report (**Attachment A**) provides background information, a description of the Agreement and a cost analysis.

Fiscal Impact:

Lemon Grove's assessment for the infrastructure related to the Next Generation Regional Communications System is \$422,106. The financing payment for infrastructure costs will be due in late Fiscal Year 2016-17.

Environmental Review:

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

Public Information:

- | | | |
|--|---|---|
| ☒ None | ☐ Newsletter article | ☐ Notice to property owners within 300 ft. |
| ☐ Notice published in local newspaper | ☐ Neighborhood meeting | |

Attachments:

- A. Staff Report
- B. Resolution (including the Next Generation Regional Communications System Agreement)

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 3

Mtg. Date September 20, 2016

Item Title: **Next Generation Regional Communications System Agreement, First Amendment**

Staff Contact: Lydia Romero, City Manager

Background

The Regional Communications System partnership agreement was established in 1995. The original agreement expired on March 6, 2010 and was subsequently extended in 2010 and 2013. During the second extension period, a Committee was formed to research the region's communication needs and to work with consultants to develop requirements for the Next Generation Regional Communications System (NextGen RCS). The Committee then developed recommendations for cost apportionment and system governance and drafted the NextGen RCS Agreement.

The Committee included a city manager representative who reported updates at the city manager group's monthly meetings. Sue Willy, RCS Manager, also presented periodic updates at the monthly city manager meetings. The Lemon Grove City Council reviewed and approved the NextGen RCS Agreement in February 3, 2014.

NextGen RCS Agreement

The NextGen RCS 20-year agreement defines the terms and conditions of participation in the new system. The NextGen RCS infrastructure has two components: 1) the shared backbone infrastructure, including the equipment and services to deliver a P25 Trunked Voice Land Mobile Radio System, Microwave Transport Network, and Mutual Aid Conventional Radio System; and 2) the participating agencies' infrastructure, equipment and services to connect to the RCS, including agency-owned or leased connectivity, dispatch center equipment, and subscriber radios and ancillary devices. The NextGen RCS Agreement includes:

- Board of Directors – the new Agreement specifies that a city manager serves on the board.
- Cost Apportionment for NextGen System Shared Infrastructure – the new Agreement specifies the methodology used to apportion the shared costs among all parties to the Agreement. The cost apportionment is based on the total number of radios each agency operates on the RCS.
- Financing – the new Agreement indicates that the County will make available a finance mechanism for parties that choose to finance the infrastructure costs rather than pay the costs upfront. The financing opportunity will allow the City to spread its shared infrastructure costs over an estimated ten-year period.

Discussion:

The First Amendment to the NextGen RCS agreement amends the final system costs from the \$105 million estimated costs to the awarded contract costs of \$70,065,207 million. Also included

Attachment A

is the final cost for each participating agency, including the cost to finance the agency's infrastructure costs.

Lemon Grove's share of the NextGen RCS system is \$422,106; the cost to finance the system over a 10-year period is \$48,954 per year. The interest rate to finance the system is 2.79%. If an agency chooses to pay the cost of its system share in full, payment must be made to the County of San Diego by September 30, 2016. Should an agency choose to finance the system, payment is due June 1st of each year. At any time an agency can pay their portion in full to retire the debt early.

Costs:

The City's share of the NextGen RCS system was not included in the FY 16-17 Budget. At the time of the budget development these costs were unavailable. To remit Lemon Grove's full system cost of \$422,106 by the September 30th date, the City Council would need to allocate money from the reserve funds.

Financing the system allows staff to bring back the cost as a budget amendment after we have closed out the financials for FY 15-16.

Conclusion:

Staff recommends that the City Council adopt the resolution approving the NextGen RCS Agreement, First Amendment, including the option to finance the system over the next 10 years.

Attachment B

RESOLUTION NO. 2016-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA AUTHORIZING THE CITY OF LEMON GROVE TO ENTER INTO THE NEXT GENERATION REGIONAL COMMUNICATIONS SYSTEM AGREEMENT, FIRST ADMENDMENT AND TO FINANCE THE SYSTEM WITH THE COUNTY OF SAN DIEGO

WHEREAS, the City of Lemon Grove has been a participating agency in the San Diego County Regional Communications System (RCS) since 1995; and

WHEREAS, the term of the original RCS Agreement was fifteen years from March 7, 1995 through March 6, 2010, and the term was then extended for two additional three-year periods, the second of which expired on March 31, 2015; and

WHEREAS, the City of Lemon Grove entered into the Next Generation Regional Communications System (NextGen RCS) Agreement on February 4, 2014; and

WHEREAS, NextGen RCS will provide essential day-to-day communications operations for public service agencies, including the City of Lemon Grove Fire Department, Public Works Department, and Sheriff's Department; and

WHEREAS, this regional communications system improves San Diego County's ability to respond to citizen requests for service and is the backbone system for coordination during significant regional events; and

WHEREAS, the term of the NextGen RCS Agreement is twenty years, terminating on January 28, 2034; and

WHEREAS, the City of Lemon Grove is participating in the system financing option for the next 10 years.

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

1. Finds the above recitations are true and correct; and
2. Authorizes the City Manager to execute the Amendment (Exhibit 1) on behalf of the City of Lemon Grove.
3. Authorizes the City to finance the system over the next ten-year period.

/////
/////

**AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND THE CITY OF LEMON GROVE FOR
PAYMENT OF NEXTGEN RCS INFRASTRUCTURE COSTS**

This Agreement ("Agreement") is entered into this _____ day of _____, 2016, *(to be filled in by County Clerk of the Board)* between the County of San Diego, a political subdivision of the State of California ("County"), and the City of Lemon Grove ("City"). City and County shall be collectively referred to as the "Parties".

RECITALS

R.1 County and City have entered an Agreement Between and Among the County of San Diego and Participating Cities and Jurisdictions Regarding the Next Generation Regional Communication System Providing Communication Services to Public Safety and Public Service Agencies Operating in San Diego County and Imperial County ("NextGen RCS Agreement").

R.2 Under Section 11.8 of the NextGen RCS Agreement, participating agencies pay a monthly operating fee based on the number of radios that they operate within the Next Generation Regional Communications System (NextGen RCS).

R.3 Pursuant to the NextGen RCS Agreement, the County agrees to purchase a NextGen RCS and the Parties agree to share Backbone Infrastructure costs. The NextGen Agreement contemplates additional, separate agreements related to payments and possible financing.

R.4 On February 2, 2016 (Item No. 5), the Board of Supervisors authorized the Clerk of the Board to execute payment agreements with the Next Generation Regional Communications System Parties on behalf of the County.

Therefore, the parties agree as follows:

AGREEMENT

1. Obligations of the Parties

1.1 County. County agrees to pay City's proportional Infrastructure costs as part of the NextGen procurement.

1.2 City. Beginning June 1, 2017, and each year thereafter for ten (10) years, City agrees that the City will pay an annual payment as described in section 11.4 of the NextGen RCS agreement, of \$48,954.89. The annual payment of \$48,954.89 is determined by the amortization schedule which is attached as **Exhibit A**. These annual payments will continue through June 30, 2026. Failure by the City to pay any portion of the annual fee will be a breach of section 11.4 of the NextGen RCS Agreement. These annual payments are separate and apart from the monthly operating fee referenced in R.2 of this agreement and 11.8 of the NextGen Agreement.

1.3 Early Payoff. During the term of this agreement, within 30 days of making the annual payment, the Agency will be permitted to retire their entire debt by paying it in full. **Exhibit A**, the amortization schedule, provides the amount to be paid in full for the term of the agreement.

2. No Third Party Beneficiaries. This Agreement is not intended to, and shall not be construed to, confer a benefit or create any right on any third party, or the power or right to bring an action to enforce any of its terms.

3. Amendments. This Agreement may be amended only by written instrument duly signed and executed by authorized representatives of the County and City.

4. Waiver. The waiver by either Party or any of its officers, agents or employees, or the failure of either Party or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement, will not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement, unless such waiver is expressly set forth in writing in a document signed and executed by the appropriate authority of the County or of the City.

5. Authorized Representatives. The persons executing this Agreement on behalf of the Parties hereto affirmatively represent that each has the requisite legal authority to enter into this Agreement on behalf of its respective Party and to bind its respective Party to the terms and conditions of this Agreement. The person executing this Agreement on behalf of its respective Party understands that all Parties are relying on these representations in entering into this Agreement.

6. Successors in Interest. The terms of this Agreement will be binding on all successors in interest of each Party.

7. Severability. The provisions of this Agreement are severable, and the adjudicated invalidity of any provision or portion of this Agreement shall not in and of itself affect the validity of any other provision or portion of this Agreement, and the remaining provisions of the Agreement shall remain in full force and effect, except to the extent that the invalidity of the severed provisions would result in a failure of consideration or would materially adversely affect any Party's benefit of its bargain. If a court of competent jurisdiction were to determine that a provision of this Agreement is invalid or unenforceable and results in a failure of consideration or materially adversely affects any Party's benefit of its bargain, then the Parties agree to promptly use good faith efforts to amend this Agreement to reflect the original intent of the Parties. Except for this obligation to discuss amending this Agreement, no Party is obligated to agree to a new agreement or any amendment hereto.

8. Termination. This Agreement will be terminated once the Agency has made the final payment required under section 1.2.

9. **Term of Agreement.** The term of this Agreement is from the first business day following the date on which the last Party executes the Agreement through June 30, 2026, subject to Paragraph 8 above.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year above set forth. This Agreement shall be effective as of the first business day following the date on which the last Party executes it.

CITY OF LEMON GROVE

COUNTY OF SAN DIEGO

By _____ Date _____

By _____ Date _____

David C. Hall, Clerk of the Board

For San Diego County Board of Supervisors

APPROVED AS TO FORM AND
LEGALITY FOR COUNTY OF
SAN DIEGO

By: _____

Mark Day, Senior Deputy

City of Lemon Grove
Exhibit A - Amortization Schedule

Annual Interest Rate	2.79%
Years	10
Payments Per Year	1
Amount	\$ 422,106.45

Payment Number	Payment	Principal	Interest	Balance
1	(\$48,954.89)	(\$37,178.12)	(\$11,776.77)	\$384,928.33
2	(\$48,954.89)	(\$38,215.39)	(\$10,739.50)	\$346,712.95
3	(\$48,954.89)	(\$39,281.60)	(\$9,673.29)	\$307,431.35
4	(\$48,954.89)	(\$40,377.55)	(\$8,577.33)	\$267,053.80
5	(\$48,954.89)	(\$41,504.09)	(\$7,450.80)	\$225,549.71
6	(\$48,954.89)	(\$42,662.05)	(\$6,292.84)	\$182,887.66
7	(\$48,954.89)	(\$43,852.32)	(\$5,102.57)	\$139,035.34
8	(\$48,954.89)	(\$45,075.80)	(\$3,879.09)	\$93,959.54
9	(\$48,954.89)	(\$46,333.42)	(\$2,621.47)	\$47,626.12
10	(\$48,954.89)	(\$47,626.12)	(\$1,328.77)	\$0.00