



City of Lemon Grove City Council Regular Meeting Agenda

Tuesday, January 18, 2022 6:00 p.m.

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

For everyone's protection, all attendees must maintain a safe social distance and face coverings will be required to attend the meeting

City Council

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

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

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

Call to Order

Pledge of Allegiance

Changes to the Agenda

Public Comment

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

Consent Calendar

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

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

Reference: Kristen Steinke, City Attorney

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

1.B City of Lemon Grove Payment Demands

Reference: Rod Greek, Interim Administrative Services Director

Recommendation: Ratify Demands

1.C Accept the Public Works Yard Wall Replacement Project as Complete (Contract No. 2021-20)

Reference: Michael Stauffer, Senior Management Analyst and Mike James, Assistant/Public Works Director

Recommendation: Adopt a resolution accepting the Public Works Yard Wall Replacement Project as complete (Contract No. 2021-20).

- 1.D Accept the Berry Street Park Walking Path Extension Project as Complete (Contract No. 2021-21)

Reference: Michael Stauffer, Senior Management Analyst and Mike James, Assistant/Public Works Director

Recommendation: Adopt a resolution (Attachment A) accepting the Berry Street Park Walking Path Extension Project as complete (Contract No. 2021-21).

Reports to Council:

- 2. Approve a Memorandum of Understanding with San Diego Metropolitan Transit System for Bus Shelter and Bench Advertising

Reference: Mike James, Assistant/Public Works Director

Recommendation: Adopt a resolution approving a memorandum of understanding with San Diego Metropolitan Transit System for Bus Shelter and Bench Advertising.

- 3. Award an Agreement with Rick Engineering Company to Design the Fiscal Year 2020-2021 and Fiscal Year 2021-2022 Sewer Replacement and Maintenance Project (Contract No. 2021-24)

Reference: Mike James, Assistant/Public Works Director and Michael Stauffer, Senior Management Analyst

Recommendation: Adopt a resolution awarding an agreement with Rick Engineering Company to design the Fiscal Year 2020-2021 and Fiscal Year 2021-2022 Sewer Replacement and Maintenance Project (Contract No. 2021-24).

- 4. Appointment of City Council Member to Committees, Commissions, and Boards

Reference: Racquel Vasquez, Mayor

Recommendation: Ratify the Mayor’s Committees, Commissions and Boards assignments for City Council Members.

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

(GC 53232.3 (d)) (53232.3. (d) states that members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.)

City Manager Report

Closed Session:

- a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code § 54956.9(a)

Name of Case: City of Lemon Grove v. NV5, Inc. et al. (SDSC Case No.: 37-2020-00022512-CU-CO-CTL)

Adjournment

AFFIDAVIT OF NOTIFICATION AND POSTING

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

I, Audrey Malone, City Clerk of the City of Lemon Grove, hereby declare under penalty of perjury that a copy of the above Agenda of the Regular Meeting of the City Council of the City of Lemon Grove, California, was delivered and/or notice by email not less than 72 hours, before the hour of 6:00 p.m. on January 13, 2021 to the members of the governing agency, and caused the agenda to be posted on the City's website at www.lemongrove.ca.gov and at Lemon Grove City Hall, 3232 Main Street Lemon Grove, CA 91945.

/s/: Audrey Malone
Audrey Malone, City Clerk

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



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.A
Meeting Date: January 18, 2022
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Kristen Steinke, City Attorney
Item Title: **Waive the Full Text Reading of all Ordinances**

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

Environmental Review:

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

Fiscal Impact: None.

Public Notification: None.



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.B
Meeting Date: January 18, 2022
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Rod Greek, Interim Administrative Services Director
rgreek@lemongrove.ca.gov
Item Title: **City of Lemon Grove Payment Demands**

Recommended Action: Ratify Demands.

Environmental Review:

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

Fiscal Impact: None.

Public Notification: None.

City of Lemon Grove Demands Summary

Approved as Submitted:

Yolanda Cerezo, Interim Finance Manager
For Council Meeting: 01/18/22

ACH/AP Checks 12/10/21-01/05/22 2,226,466.49

Payroll - 12/14/21 125,295.89

Payroll - 12/28/21 118,201.58

Total Demands 2,469,963.96

CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
ACH	Nov21	Wells Fargo	12/10/2021	Credit Card Processing-Mo.Svc - Nov'21 Credit Card Transaction Fees - Nov'21	9.95 756.54	766.49
ACH	Nov21	Wells Fargo	12/13/2021	Bank Service Charge - Nov'21	418.09	418.09
ACH	Nov21	Home Depot Credit Services	12/13/2021	Home Depot Purchases - Nov'21	958.91	958.91
ACH	Sep21	San Diego County Sheriff's Department	12/15/2021	Law Enforcement Services - Sep'21	538,800.90	538,800.90
ACH	Dec14 21	Employment Development Department	12/16/2021	State Taxes 12/14/21	7,690.26	7,690.26
ACH	376109	Aflac	12/16/2021	AFLAC Insurance 12/15/21	1,689.44	1,689.44
ACH	Dec1-Dec14 21	Calpers Supplemental Income 457 Plan	12/17/2021	457 Plan 12/1/21-12/14/21	9,049.05	9,049.05
ACH	138259	City of San Diego	12/17/2021	Prof Eng Svcs: FY19/20 Sewer Rehab Design Project	5,678.66	5,678.66
ACH	Nov3-Nov30 21	California Public Empl Retirement System	12/21/2021	Pers Retirement 11/3/21-11/30/21	68,469.72	68,469.72
ACH	Dec14 21	US Treasury	12/21/2021	Federal Taxes 12/14/21	25,868.96	25,868.96
ACH	76544217	WEX Bank	12/23/2021	Fuel - Fire/PW - Nov'21	2,648.44	2,648.44
ACH	Dec28 21	Employment Development Department	12/30/2021	State Taxes 12/28/21	6,690.78	6,690.78
ACH	Dec28 21	US Treasury	12/31/2021	Federal Taxes 12/28/21	23,615.44	23,615.44
ACH	Dec15-Dec28 21	Calpers Supplemental Income 457 Plan	12/31/2021	457 Plan 12/15/21-12/28/21	9,049.05	9,049.05
ACH	Dec21	Wage Works	12/31/2021	FSA Reimbursement - Dec'21	2,905.83	2,905.83
ACH	Jan 2022	Pers Health	01/04/2022	Pers Health Insurance - Jan22	52,824.50	52,824.50
ACH	Oct21	San Diego County Sheriff's Department	01/05/2022	Law Enforcement Services - Oct'21	541,660.88	541,660.88
ACH	Dec21	Sedgwick Claims Management Services, Inc.	01/05/2022	CLG Workers Comp Claims - Dec'21	1,580.25	1,580.25
15147	7390	Aguirre & Associates	12/15/2021	Englewood Dr Dedication - Oct'21	272.50	272.50
15148	L1072895VL	American Messaging	12/15/2021	Pager Replacement Program 12/1/21-12/31/21	50.61	50.61
15149	19918L-IN 19918L-IN	Aztec Landscaping Inc	12/15/2021	Material - Irrigation Repairs - Various Locations Landscaping Labor - Irrigation Repairs - Various Locations	461.74 840.00	1,301.74
15150	5277286 5292639	Bearcom Group Inc.	12/15/2021	Portable Radios Monthly Contract 10/22/21-11/21/21 Portable Radios Monthly Contract 11/22/21-12/21/21	150.00 150.00	300.00
15151	48692 48692 49294 51652	Boot World Inc	12/15/2021	Work Boots - PW Return/Work Boots - PW Work Boots - PW Work Boots - PW	155.86 -179.38 125.00 107.15	208.63
15152	Jan 2022	California Dental Network Inc	12/15/2021	California Dental Insurance -Jan'22	206.06	206.06
15153	0000015902	City of El Cajon	12/15/2021	Overtime Reimbursement - Cameron 11/13/21	1,319.28	1,319.28
15154	1000314741 1000314742 1000317016 1000318211	City of San Diego	12/15/2021	Metro Industrial Wastewater Control Program/Pretreatmt- FY2021 Metro Industrial Wastewater Control Program- FY2021 Fuel Services-PW: Oct'21 Fuel Services-PW: Nov'21	390.00 110.00 3,005.16 2,567.00	6,072.16
15155	2849 2872	Clark Telecom & Electric Inc.	12/15/2021	Street Light Dig-Alert Markouts - Oct'21 Street Light Repairs- Oct'21	266.58 616.73	883.31
15156	3842	Clothing International, Inc	12/15/2021	Protective Clothing - PW - Caps	464.96	464.96
15157	014098	Cloud Security Systems	12/15/2021	Service/Security Sys/2873 Skyline/PW Yard 11/1/21-10/31/22	300.00	300.00
15158	202100831	County of San Diego/Assessor/Recorder/Clerk	12/15/2021	Recording Services- 10/27/21	118.00	118.00
15159	6867 6868 6869	D- Max Engineering Inc	12/15/2021	1993 Dain Dr Inspection 9/1/21-9/30/21 Vista Azul Inspection 9/1/21-9/30/21 8016 Broadway Inspection 9/1/21-9/30/21	157.08 355.10 326.90	1,747.36

	6949			1993 Dain Dr Inspection 10/1/21-10/31/21	252.54	
	6950			Golden Doors Inspection 10/1/21-10/31/21	24.50	
	6951			Vista Azul Inspection 10/1/21-10/31/21	405.70	
	6952			8016 Broadway Inspection 10/1/21-10/31/21	225.54	
15160	310	Diviana's Party Rentals	12/15/2021	Canopy/Stage- Bonfire 12/3/21	123.91	123.91
15161	1207219905	Domestic Uniform Rental	12/15/2021	Shop Towels & Safety Mats 12/7/21	37.00	37.00
15162	11/15-18/21 11/29-30/21 12/1-2/21 7/6-8/21 9/27-30/21	Esgil Corporation	12/15/2021	75% Building Fees- 11/15/21-11/18/21 75% Building Fees- 11/29/21-11/30/21 75% Building Fees- 12/1/21-12/2/21 75% Building Fees- 7/6/21-7/8/21 75% Building Fees- 9/27/21-9/30/21	6,664.88 1,990.19 1,830.41 5,168.19 6,379.29	22,032.96
15163	738936011 73893602	Hawthorne Machinery Co	12/15/2021	Equip Rental - Light Tower - Bonfire Equip Rental - Light Towers - Bonfire	126.73 1,720.88	1,847.61
15164	00098874 00098878 00098879 00098881	Hudson Safe-T- Lite Rentals	12/15/2021	Senior Center Traffic Sign Traffic Signs Barricades/Supplies for Traffic Signs Supplies for Traffic Signs	70.36 216.50 1,629.92 227.33	2,144.11
15165	12/14/21	ICMA	12/15/2021	ICMA Deferred Compensation Pay Period Ending 12/14/21	780.77	780.77
15166	14130 14131	Infrastructure Engineering Corporation	12/15/2021	Prof Svc: Vista Azul 8/28/21-9/24/21 Prof Svc: Proj# 2021-15 FY21 Paving/CM/Inspectn 8/28/21-9/24/21	1,036.00 1,288.00	2,324.00
15167	202110 202110 202110	Lemon Grove Car Wash, Inc.	12/15/2021	Smog - LGPW#28 '08 Chevy Colorado - 10/25/21 Smog - LGPW#22 '03 GMC - 10/25/21 Oil Change - LGPW#31 '14 Ford Escape - 10/25/21	59.75 59.75 50.31	169.81
15168	0165265-IN	Municipal Maintenance Equipment Inc	12/15/2021	Replaced Hydraulic Pump/Drive Line/Bushing - LGPW#24 Vac Con	4,073.04	4,073.04
15169	INV985	NexTech Systems, Inc.	12/15/2021	16' Galvanized Steel Pole - Knockdown @ Golden Ave & School Ln	2,023.24	2,023.24
15170	PD-49723	Plumbers Depot Inc	12/15/2021	Sewer Camera- Repair Camera Wheels - LGPW#26	2,117.81	2,117.81
15171	85009	Rick Engineering Company	12/15/2021	Prof Svc: City Engineer 10/30/21-11/26/21	29,406.76	29,406.76
15172	Nov21	SDG&E	12/15/2021	Gas & Electric 10/22/21-11/19/21	23,393.55	23,393.55
15173	CLG-33	Smith Air Conditioning	12/15/2021	Service Call - AC Unit Repair- Sheriff	2,550.00	2,550.00
15174	81276 81277 81278 81335 81336 81337 81338	Southwest Signal Service	12/15/2021	Bi-Monthly Traffic Signal Maintenance - Oct'21 Markout Reports - Underground Service Alert - Oct'21 Traffic Signal Service Calls - Oct'21 Traffic Signal Service Calls - Nov'21 Bi-Monthly Traffic Signal Maintenance - Nov'21 Markout Reports - Underground Service Alert - Nov'21 Install Solar Ped Xing- Nov'21	991.65 162.72 3,211.57 7,401.53 991.65 162.72 4,500.00	17,421.84
15175	119073061-0001 119763565-0001 120017316-0001	Sunbelt Rentals Inc.	12/15/2021	Rental - Scissor Lift - Senior Center Propane Propane	770.92 11.31 9.43	791.66
15176	12811	T-Man Traffic Supply	12/15/2021	Speed Limit Sign/Parking Signs	195.11	195.11
15177	662460	Telsco Industries, Inc.	12/15/2021	One Year Service Plan Plus Warranty (Irrigation) - 8 Locations	680.00	680.00
15178	dsb20205448 dsb20205994	Underground Service Alert of SC	12/15/2021	State Fee/Regulatory Monthly Costs/Dig Alert 2020 State Fee/Regulatory Monthly Costs/Dig Alert 2020	35.71 35.71	71.42
15179	1020210385 1120210387	Underground Service Alert/SC	12/15/2021	48 New Ticket Charges - Oct'21 51 New Ticket Charges - Nov'21	89.20 94.15	183.35
15180	73124735 73131460	Vulcan Materials Company	12/15/2021	Asphalt Asphalt	104.42 106.38	210.80
15181	0001444472-IN	WEX Health, Inc.	12/15/2021	COBRA - Monthly/Nov'21	85.00	85.00
15182	138259	City of San Diego	12/15/2021	Prof Eng Svcs: FY19/20 Sewer Rehab Design Proj	5,677.16	5,677.16
15183	7422 7423 7424	Aguirre & Associates	12/21/2021	Hibisus Dr Dedication - Nov'21 Central Ave Dedication - Nov'21 New Jersey Ave Dedication - Nov'21	272.50 272.50 272.50	817.50
15184	1VQG-MMPT-G4VV	Amazon Capital Services, Inc.	12/21/2021	Battery Charger & Maintainer - Fire Prev Vehicle	80.70	80.70
15185	0037622-IN	Aztec Landscaping Inc	12/21/2021	Landscape Mgmt Svc - Oct'21	3,671.49	3,671.49
15186	13766	Balestreri, Potocki & Holmes	12/21/2021	Legal Svcs: File 1019-224 - thru Oct'21	9,712.19	9,712.19
15187	INV01489	City of Imperial Beach	12/21/2021	SD Bay Watershed WQIP Cost Share Agreement- FY21/22	8,711.00	8,711.00
15188	50132	Colantuono, Highsmith & Whatley, PC	12/21/2021	Legal Svcs: Affordable Housing Nov'21	293.88	293.88
15189	202100895	County of San Diego/Assessor/Recorder/Clerk	12/21/2021	Recording Services- 11/1/21 & 11/29/21	95.00	95.00

15190	6807	D- Max Engineering Inc	12/21/2021	LG Mt Vernon SWQMP Review 7/16/21-8/21/21	812.00	812.00
15191	166042 166043	MJC Construction	12/21/2021	Installation of Concrete Sidewalk-Berry St Park Phase II Demolition of 121 LF of Sound Wall - Pub Works Yard	33,523.20 40,510.80	74,034.00
15192	73687903	Occupational Health Centers of CA	12/21/2021	Medical Exam - 12/3/21	54.50	54.50
15193	154266PS 154404PS 154540PS	Pacific Sweeping	12/21/2021	Street Sweeping/Parking Lot, Power Washing/Bus Shelters - Sep'21 Street Sweeping/Parking Lot, Power Washing/Bus Shelters - Oct'21 Street Sweeping/Parking Lot, Power Washing/Bus Shelters - Nov'21	6,428.55 6,428.55 6,428.55	19,285.65
15194	INV-004742	SBRK Finance Holdings, Inc.	12/21/2021	Prof Svcs: Financial Software Proj Mgmt 11/2/21	179.00	179.00
15195	STMT 11/22/2021	US Bank Corporate Payment Systems	12/21/2021	Valve Rebuild Kit/Wiper Blades/Fuel Cap Uniforms - Boot Order Change/Postage Fire Station Supplies Lodging/Transp/CalPELRA/Labor Rel Trng/James 11/16-11/20 Homeless Outreach Cards for Trash Union Tribune Subscription Refreshments - City Council Team Building 11/12/21 Job Postings/Fin Mgr/Sani Supervisor Tools - PW/Graffiti Truck LGPW#23 Bonfire Supplies 12/3/21 Fuel Service/Security Sys/2873 Skyline/PW Yard Registration/LCC 2021 City Clerk New Law Seminar/Malone LCC Registration/City Clerk Course - Malone Virtual Time App - City Mtgs Driver Operator IA Training- Ortiz 10/25-29/21	187.01 41.43 97.36 1,088.27 400.00 116.00 313.10 951.36 34.45 1,708.99 30.03 96.00 300.00 105.00 19.99 258.00	5,746.99
15196	80525083	Waxie Sanitary Supply	12/21/2021	Janitorial Supplies	1,095.79	1,095.79
15197	Jan-Jun 22	Adams Robert	01/05/2022	Retiree Health Benefit - Jan'22-Jun'22	915.18	915.18
15198	Jan22-Jun22	Anderson, Curtis	01/05/2022	Retiree Health Benefit - Jan'22-Jun'22	1,200.00	1,200.00
15199	12/12/2021	AT&T	01/05/2022	Phone Service 11/13/21-12/12/21	91.64	91.64
15200	13898	Balestreri, Potocki & Holmes	01/05/2022	Legal Svcs: File 1019-224 - thru 11/30/21	18,322.00	18,322.00
15201	Jan22-Jun22	Brackmann, Bruce	01/05/2022	Retiree Health Benefit - Jan'22-Jun'22	915.18	915.18
15202	B210743	Bright Planet Solar	01/05/2022	Refund/Bright Planet Solar/B21-0743	901.62	901.62
15203	278121-Nov21 278122-Nov21 278123-Nov21 278124-Nov21 278125-Nov21 278126-Nov21 278127-Nov21 278128-Nov21	Burke, William, & Sorensen, LLP	01/05/2022	08250-0001 General Nov'21 08250-0002 Code Enf Nov'21 08250-0008 Nov'21 08250-0011.001 Nov'21 08250-0011.002 Nov'21 08250-0011.003 Nov'21 08250-0002.002 Nov'21 08250-0002.003 Nov'21	16,667.50 99.60 17,596.64 132.80 5,930.80 33.20 1,747.30 811.60	43,019.44
15204	Jan22-Jun22	Chamberlain, Dale	01/05/2022	Retiree Health Benefit - Jan'22-Jun'22	1,200.00	1,200.00
15205	2021.3883 2021.3884	Chen Ryan	01/05/2022	Prof Svc: Connect Main St Ph 3 thru 11/27/21 Prof Svc: Connect Main St Ph 1-2 thru 11/27/21	1,390.00 5,822.50	7,212.50
15206	0000015922 0000015922 0000015922	City of El Cajon	01/05/2022	Overtime Reimbursement - Kelsen 12/2/21 Overtime Reimbursement - Lopez 11/27/21 Overtime Reimbursement - Pearson 12/9/21	1,386.11 1,255.71 1,319.28	3,961.10
15207	22CTOFLGN05	County of San Diego- RCS	01/05/2022	800 MHZ Network - Nov'21	4,503.00	4,503.00
15208	01022220560	DAR Contractors	01/05/2022	Animal Disposal- Dec'21	174.00	174.00
15209	Jan22-Jun22	Davisson, William	01/05/2022	Retiree Health Benefit - Jan'22-Jun'22	1,200.00	1,200.00
15210	12/6-9/21	Esgil Corporation	01/05/2022	75% Building Fees- 12/6/21-12/9/21	73,451.60	73,451.60
15211	IN293662	Geotab USA, Inc.	01/05/2022	Monthly ProPlus Plan	197.50	197.50
15212	Jan22-Jun22	Harper, Raymond	01/05/2022	Retiree Health Benefit - Jan'22-Jun'22	915.18	915.18
15213	120921-04 120921-12	Heartland Fire Training Facility	01/05/2022	Firefighter Course LARRO- 11/17-11/19/21 Greatorex-Maldonado Firefighter Course RS-1- 12/6-12/10/21 Ortiz/Ledford	390.00 1,036.00	1,426.00
15214	10/21/21-12/21/21	Helix Water District	01/05/2022	Water Services- 10/21/21-12/21/21	23,126.25	23,126.25
15215	HS-5607-0012	Home Start, Inc.	01/05/2022	LG Homeless Outreach - Nov'21	2,612.62	2,612.62
15216	65629	Horrocks Engineers Inc	01/05/2022	Prof Eng Svcs: FY19/20 Sewer Rehab Proj thru 11/30/21	8,963.50	8,963.50
15217	12/28/21	ICMA	01/05/2022	ICMA Deferred Compensation Pay Period Ending 12/28/21	780.77	780.77
15218	14304 14305 14306	Infrastructure Engineering Corporation	01/05/2022	Prof Svc: 1993 Dain Dr 10/30/21-11/26/21 Prof Svc: 8016 Broadway Self Storage 10/30/21-11/26/21 Prof Svc: FY21 Paving/CM/Inspectn 10/30/21-11/26/21	148.00 148.00 11,110.00	11,406.00

15219	1717	Janazz, LLC SD	01/05/2022	IT Services- City Hall- Nov'21	2,500.00	2,500.00
15220	Jimenez	Jimenez, David	01/05/2022	Refund/Jimenez,David/Diversion Dep/B20-0305/1642 San Altos Pl	500.00	500.00
15221	Jan22-Jun22	Laff, Timothy	01/05/2022	Retiree Health Benefit - Jan'22-Jun'22	1,200.00	1,200.00
15222	Jan22-Jun22	Maciejewski, Frank	01/05/2022	Retiree Health Benefit - Jan'22-Jun'22	1,200.00	1,200.00
15223	Jan22-Jun22	Marcon, Romeo	01/05/2022	Retiree Health Benefit - Jan'22-Jun'22	1,200.00	1,200.00
15224	Jan22-Jun22	McBride, Thomas	01/05/2022	Retiree Health Benefit - Jan'22-Jun'22	1,200.00	1,200.00
15225	PB2814	McCain	01/05/2022	Prof Svc: Traffic Signal	3,800.00	3,800.00
15226	73778193 73778193 73778193 73778193 73778193	Occupational Health Centers of CA, A Medical Cor	01/05/2022	Medical Exam - 12/8/21 Medical Exam - 12/8/21 Medical Exam - 12/9/21 Medical Exam - 12/13/21 Medical Exam - 12/14/21	103.00 38.50 179.00 179.00 179.00	678.50
15227	Jan22-Jun22	Ott, Manie	01/05/2022	Retiree Health Benefit - Jan'22-Jun'22	915.18	915.18
15228	Jan22-Jun22	Ott, Mike	01/05/2022	Retiree Health Benefit - Jan'22-Jun'22	915.18	915.18
15229	1180	Pacific Design & Integration, Inc.	01/05/2022	Installation & Testing/RDL Audio Mixer/Audio System - Comm Ctr	1,490.00	1,490.00
15230	10438-01	PAL General Engineering, Inc.	01/05/2022	FY21 Street Rehab Proj #2021-15 11/15/21-12/15/21	428,327.26	428,327.26
15231	INV00041888	RapidScale Inc.	01/05/2022	Virtual Hosting/Back Up Svc/Cloud Storage/Svr 12/31/21-1/30/22	4,340.78	4,340.78
15232	234933	Richards, Watson & Gershon	01/05/2022	Legal Svcs: 12506-0003 thru 11/30/21	4,769.88	4,769.88
15233	Jan22-Jun22	Schmidtman, Warren	01/05/2022	Retiree Health Benefit - Jan'22-Jun'22	1,200.00	1,200.00
15234	12/21/2021 12/23/2021 12/23/2021	SDG&E	01/05/2022	3225 Olive- 11/20/21-12/21/21 3500 1/2 Main- 11/20/21-12/21/21 3601 1/2 LGA-11/20/21-12/21/21	150.84 206.16 42.97	399.97
15235	Jan22-Jun22	Smith, Timothy	01/05/2022	Retiree Health Benefit - Jan'22-Jun'22	1,200.00	1,200.00
15236	Dec 14 Dec 28 Nov 16 Nov 2 Nov 30	Southern CA Firefighters Benefit Trust	01/05/2022	LG Firefighters Benefit Trust 12/14/21 LG Firefighters Benefit Trust 12/28/21 LG Firefighters Benefit Trust 11/16/21 LG Firefighters Benefit Trust 11/2/21 LG Firefighters Benefit Trust 11/30/21	876.85 876.85 876.85 876.85 876.85	4,384.25
15237	8064392688	Staples Advantage	01/05/2022	Office Supplies & Copy Paper - City Hall	639.87	639.87
15238	Jan22-Jun22	Taff, Jon	01/05/2022	Retiree Health Benefit - Jan'22-Jun'22	1,200.00	1,200.00
15239	1221077	The Pin Center	01/05/2022	Lanyards with Logo	454.50	454.50
15240	Jan22-Jun22	Wright, Nancy	01/05/2022	Retiree Health Benefit - Jan'22-Jun'22	915.18	915.18
					2,226,466.49	2,226,466.49



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1. C

Meeting Date: January 18, 2022

Submitted to: Honorable Mayor and Members of the City Council

Department: Public Works Department

Staff Contact: Michael Stauffer, Senior Management Analyst
mstauffer@lemongrove.ca.gov
Mike James, Assistant City Manager / Public Works Director
mjames@lemongrove.ca.gov

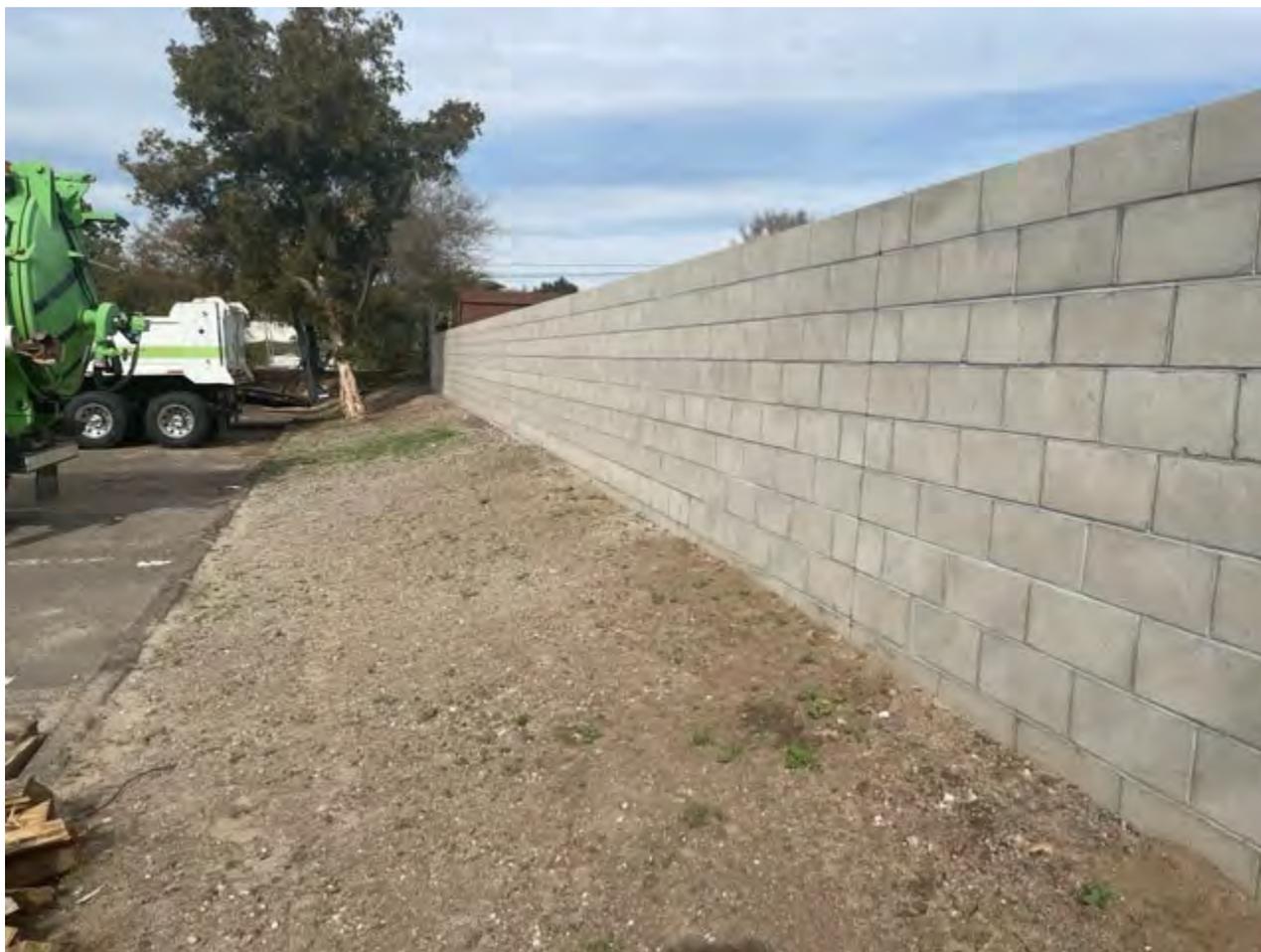
Item Title: **Accept the Public Works Yard Wall Replacement Project as Complete (Contract No. 2021-20)**

Recommended Action: Adopt a resolution (**Attachment A**) accepting the Public Works Yard Wall Replacement Project as complete (Contract No. 2021-20).

Summary: The City Council awarded the Public Works Yard Wall Replacement Project to MJC Construction on September 21, 2021, not to exceed a total project budget of \$55,000. The project consisted of demolition of a stucco perimeter wall and replacing it with concrete masonry block. Staff completed its final inspection of the improvements and determined that the work was completed per the contract specifications. The total cost of the project was \$45,012.

Discussion: On September 21, 2021, MJC Construction was awarded the Public Works Yard Wall Replacement Project (Contract No. 2021-20) with a total contract amount of \$55,000. The project consisted of removing an existing 121 linear foot stucco perimeter wall and replacing it with concrete masonry block. The wall provides for security and safety of the public works facility and staff. There were no changes to the project during construction. The project was completed on time (26 working days) and on budget.

Completed Wall



Staff recommends that the City Council adopt a resolution (**Attachment A**) accepting the work as complete, authorize the City Manager or her designee to file a Notice of Completion with the County of San Diego Records Office, and authorize staff to release the retention no sooner than thirty (30) days after the Notice of Completion has been filed.

Environmental Review:

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

Fiscal Impact: Funding in the amount of \$55,000 was budgeted in the current fiscal year from Account Number 01-50-14-7020. The final project cost was \$45,012.

Public Notification: None.

Staff Recommendation: Adopt a resolution (**Attachment A**) accepting the Public Works Yard Wall Replacement Project as complete (Contract No. 2021-20).

Attachment:

Attachment A – Resolution

RESOLUTION NO. 2022 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,
CALIFORNIA, ACCEPTING THE PUBLIC WORKS YARD WALL
REPLACEMENT PROJECT AS COMPLETE (CONTRACT NO. 2021-20)**

WHEREAS, on September 21, 2021, the City Council awarded the Public Works Yard Wall Replacement Project to MJC Construction (Contract No. 2021-20); and

WHEREAS, the contract bid amount was established at \$45,012; and

WHEREAS, the project budget included a \$9,988 contingency for a total project budget of \$55,000; and

WHEREAS, the final project cost was allocated for this project from (01) General Fund; and

WHEREAS, on November 17, 2021, MJ Construction completed the scope of work as defined by the original contract; and

WHEREAS, City staff inspected all of the improvements and determined that MJC Construction fulfilled its contractual obligations.

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

1. Accepts the work for the Public Works Yard Wall Replacement Project as complete (Contract No. 2021-20); and
2. Authorizes the City Manager or her designee to file a notice of completion with the County of San Diego; and
3. Authorizes city staff to release the retention no sooner than thirty (30) days after the notice of completion is filed.

PASSED AND ADOPTED on January 18, 2022, the City Council of the City of Lemon Grove, California, adopted Resolution No. _____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Audrey Malone, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1. D

Meeting Date: January 18, 2022

Submitted to: Honorable Mayor and Members of the City Council

Department: Public Works Department

Staff Contact: Michael Stauffer, Senior Management Analyst
mstauffer@lemongrove.ca.gov
Mike James, Assistant City Manager / Public Works Director
mjames@lemongrove.ca.gov

Item Title: **Accept the Berry Street Park Walking Path Extension Project as Complete (Contract No. 2021-21)**

Recommended Action: Adopt a resolution (**Attachment A**) accepting the Berry Street Park Walking Path Extension Project as complete (Contract No. 2021-21).

Summary: The City Council awarded the Berry Street Park Walking Path Extension Project to MJC Construction on October 5, 2021, not to exceed a total project budget of \$40,000. The project consisted of extending the existing concrete walking path approximately 776 linear feet around the park site. Staff completed its final inspection of the improvements and determined that the work was completed per the contract specifications. The total cost of the project was \$37,248.

Discussion: On October 5, 2021, MJC Construction was awarded the Berry Street Park Walking Path Extension Project (Contract No. 2021-21) with a total contract amount of \$40,000. The project consisted of removing an existing decomposed granite path and replacing it with concrete. The path extended the existing concrete, resulting in a walking loop around the park site. There were no changes to the project during construction. The project was completed on time (10 working days) and on budget.

Completed Walking Path



Staff recommends that the City Council adopt a resolution (**Attachment A**) accepting the work as complete, authorize the City Manager or her designee to file a Notice of Completion with the County of San Diego Records Office, and authorize staff to release the retention no sooner than thirty (30) days after the Notice of Completion has been filed.

Environmental Review:

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

Fiscal Impact: Funding in the amount of \$40,000 is budgeted in the current fiscal year from Account Numbers 01-50-14-7080 and 05-00-00-7082. The final project cost was \$37,248.

Public Notification: None.

Staff Recommendation: That the City Council adopt a resolution (**Attachment A**) accepting the Berry Street Park Walking Path Extension Project (Contract No. 2021-21) as complete.

Attachment:
Attachment A – Resolution

RESOLUTION NO. 2022 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,
CALIFORNIA, ACCEPTING THE BERRY STREET PARK WALKING PATH
EXTENSION PROJECT AS COMPLETE (CONTRACT NO. 2021-21)**

WHEREAS, on October 5, 2021, the City Council awarded the Berry Street Park Walking Path Extension Project to MJC Construction (Contract No. 2021-21); and

WHEREAS, the contract bid amount was established at \$37,248; and

WHEREAS, the project budget include a \$2,752 contingency for a total project budget of \$40,000; and

WHEREAS, the final project cost was allocated for this project from (01) General and (05) Park Land Dedication funds; and

WHEREAS, on November 17, 2021, MJ Construction completed the scope of work as defined by the original contract; and

WHEREAS, City staff inspected all of the improvements and determined that MJC Construction fulfilled its contractual obligations.

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

1. Accepts the work for the Berry Street Park Walking Path Extension Project as complete (Contract No. 2021-21); and
2. Authorizes the City Manager or her designee to file a notice of completion with the County of San Diego; and
3. Authorizes city staff to release the retention no sooner than thirty (30) days after the notice of completion is filed.

PASSED AND ADOPTED on January 18, 2022, the City Council of the City of Lemon Grove, California, adopted Resolution No. _____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Audrey Malone, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney



LEMON GROVE CITY COUNCIL

CITY COUNCIL STAFF REPORT

Item No. 2.
Meeting Date: January 18, 2022
Submitted to: Honorable Mayor and Members of the City Council
Department: Public Works Department
Staff Contact: Mike James, Assistant City Manager / Public Works Director
mjames@lemongrove.ca.gov
Item Title: **Approve a Memorandum of Understanding with San Diego Metropolitan Transit System for Bus Shelter and Bench Advertising**

Recommended Action: Adopt a resolution (**Attachment A**) approving a memorandum of understanding with San Diego Metropolitan Transit System for Bus Shelter and Bench Advertising.

Summary: This fiscal year the City Council directed staff to identify opportunities to reduce trash and increase cleanliness citywide. This agenda item presents an opportunity to partner with San Diego Metropolitan Transit System (MTS) to assume ownership and maintenance of all bus shelters and benches in the City. If approved, this partnership will delegate all trash duties, graffiti mitigation, and structural maintenance of all bus shelters and benches in the City to MTS. This will allow city staff's time, materials, and resources to be allocated to other priorities.

The background and discussion sections below will provide a historic summary of past reports that were presented to the City Council, list the benefits and drawbacks of approving the memorandum of understanding (MOU) with MTS, elaborate further on details of the agreement, and conclude with staff's recommendation to approve the MOU and estimate next steps moving forward.

Background: Since 2013, staff has presented three reports to the City Council, that discussed bus shelters or benches in the City. Each of those dates are listed below with the discussion points and any direction provided to staff from the City Council.

- April 16, 2013 (Attachment B) – Staff asked for the City Council's feedback regarding its interest in entering into a MOU with MTS to partner in its advertising and maintenance program. Staff presented a comparison of the benefits and drawbacks of a potential partnership as well as specific topics that staff requested from the City Council to provide feedback about. Those topics included: receive revenue from advertisements by MTS, focus on bus shelters first

and then benches, how many shelters and benches will be impacted, is solar lighting included, and what are the terms of the agreement.

The City Council directed staff to learn more about the MTS bus shelter and bench advertising program. Specifically, the City Council was interested in learning more about maintenance response types and times, primary customers that advertise on bus shelters and bus benches, advertisement protocol, and fiscal impacts to the City if a partnership is pursued.

- **May 21, 2013 (Attachment C)** – Staff returned with a report that detailed responses to each of the questions posed by the City Council in April 2013.
 - a. Maintenance response types and times,
 - b. Primary customers that advertise on bus shelters and bus benches,
 - c. Advertisement protocol, and
 - d. Fiscal impacts to the City if a partnership is pursued.

The report concluded with two options for the City Council to consider: First, partner with MTS to manage the bus shelters and benches in the City. Second, remove and replace the bus shelters and continue to maintain the bus shelters and benches with City forces.

- **March 2, 2015 (Attachment D)** – Staff returned with a report that requested to purchase ten bus shelters and remove and replace them with City contractor/forces. This staff report was prefaced with a June 2014 memorandum to the City Council (included in **Attachment D**) that summarized communications with MTS between May 2013 and June 2014, what a construction timeline would look like and staff's recommendation to forego the partnership with MTS and move forward with the replacement project.

The entire duration of this project started in January 2013 and ended with the March 2015 decision for the City to move forward on its own to replace the bus shelters. Looking back to January 2013 the main reason that staff presented this project to the City Council was to save money by not having to maintain the bus shelters, reduce calls for service to clean graffiti and remove trash and debris, and eliminate liability if any incident were to occur at the bus shelter that could have resulted in a claim against the City.

Currently, the City manages the following bus stops with and without furniture listed below:

Description of Bus Furniture	Quantity
Benches	18
Shelters	10
Stops	52
Trash Receptacles	19
Stops without Furniture	31

Discussion: City staff has maintained 10 bus shelters that were purchased and installed since 2015. As opportunities present themselves to streamline City operations, staff evaluates each opportunity to determine if it warrants further exploration. This staff report outlines the most recent opportunity which staff believes the City can reduce its maintenance costs and free up staff time by approving the MOU with MTS for bus shelter and bus bench advertising.

City staff currently spends three hours per week to maintain the bus shelters in the City. That equals approximately \$800 per month for staff, vehicles, materials, and equipment. Additionally, twice per month each bus shelter is power washed by the City’s contractor that costs \$1,800 per month.

Expenditure Description	City Expenses	City Expenses with MTS Agreement
Personnel	\$755	\$0
Equipment	\$329	\$0
Materials	\$488	\$0
Power Washing	\$2,320	\$0
Total Monthly Expenditures	\$3,892	\$0

The total maintenance costs per month equals approximately \$3,892. If the MOU with MTS were approved all city maintenance costs will decrease to zero and MTS will be the responding party to all calls for service for maintenance and repair. This is the major benefits that the MOU would offer to the City, a savings of \$46,704 annually

A summary of all benefits and drawbacks of partnering with MTS through this MOU are detailed in the table below:

Benefits	Drawbacks
Transfers ownership of all bus shelters and bus benches to MTS.	<i>Advertisements may clutter the appearance.</i>
Relieves the City from maintaining the Shelters.	<i>May receive complaints about advertisements.</i>
Adds new modern shelters and benches.	
Allows for the City to repurpose its TDA funds to improve the City streets near bus stops.	
Reduces the City’s liability by transferring ownership to MTS.	

Lastly, staff wanted to highlight topics that were raised for staff to follow up with additional information in the past as well as current activities that will be required if the MOU is approved. Staff has confirmed the accuracy of each topic with MTS staff.

1. Advertisement Protocol: MTS Board Policy No. 21 (https://sdmts.com/sites/default/files/policy.21.rev_generate_display_ad_sessions_merchandise.pdf) outlines information about MTS' advertising protocol. Section 21.2 states, "The subject matter for all advertising materials displayed on MTS property shall be limited to Commercial Speech." Further it elaborates as to what is allowed as Commercial Speech in Sections 21.2.1 and 21.2.2 regarding MTS Operations Advertising that promotes MTS transit services programs or products and Public Service Advertisements from Local, State or Federal Government Agencies regarding public programs, public services, and public events. The MTS policy further identifies types of advertisement that are prohibited, such as:
 - Personal attacks on an individual or group,
 - Political or electoral advertisements,
 - Portrayal of violence,
 - Nudity, erotic or obscene advertisements,
 - Alcohol, tobacco, or firearms advertisements, and
 - Profanity.

A full list of non-permitted advertisements is identified in Section 21.3 of the MTS policy.

2. Removal and Replacement of the Existing Furniture: The 10 existing bus shelters will be replaced by MTS contractors. Further, MTS committed to installing new bus benches at the 18 other stops. The City will be required to disassemble and remove the 10 bus shelters prior to MTS contractors installing the new shelters.
3. MTS Graffiti Response Time: All forms of graffiti will be cleaned by MTS' contractor, including etching. The MTS contractor is required to respond within 48 hours of notice.

The MOU outlines several other terms that are detailed below:

- Term: 10 years with exclusive rights assigned to SDMTS.
- Advertising: Transit shelters and bus benches with advertising shall be permitted only in commercial, industrial or multifamily housing areas in the City unless otherwise authorized by the City Manager. Per Board Policy No. 21 digital advertisements are authorized.
- Maintenance: SDMTS will provide all ongoing maintenance for every transit shelter or bench which was installed by SDMTS. Shelters and benches shall be repaired or replaced within 48 hours of notification to MTS of any damage, vandalism, or graffiti found.

- Termination of MOU: The City may terminate this MOU if SDMTS or its contractor materially breaches the terms or conditions with no payment to SDMTS or its contractor. If the City terminates without cause, with 365-day notice, the City shall pay MTS the current value for every transit shelter or bus bench installed. MTS may terminate this MOU without cause, with 365-day notice, and negotiate with the City to take possession and ownership of the shelters and bus benches or remove each and restore the sidewalk to a safe and usable condition.

If the MOU is approved, City staff anticipates the following tasks will be completed with the associated timeline.

Tasks	Tentative Dates
Return Signed MOU to SDMTS	January 2022
MOU Finalized	March 2022
Begin work	April - May 2022
Complete work	Fall 2022

Staff recommends that the City Council approve the MOU with MTS for Bus Shelter and Bus Bench Advertising. The benefit of partnering with MTS, notwithstanding what was already discussed, frees up Public Works staff to no longer allocate time and resources to cleaning the bus shelters each week. That time and resources can now be dedicated to other activities necessary to accomplish the City Council priority tasks moving forward.

Environmental Review:

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

Fiscal Impact: None.

Staff Recommendation: Adopt a resolution (**Attachment A**) approving a memorandum of understanding with San Diego Metropolitan Transit System for Bus Shelter and Bench Advertising.

Attachments:

- Attachment A** – Resolution
- Attachment B** – April 16, 2013 Citywide Bus Shelter and Bench Partnership opportunity
- Attachment C** – May 21, 2013 Citywide Bus Shelter and Bench Program
- Attachment D** – March 3, 2015 Bus Shelter Purchase

RESOLUTION NO. 2022 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,
APPROVING A MEMORANDUM OF UNDERSTANDING WITH SAN DIEGO
METROPOLITAN TRANSIT SYSTEM FOR BUS SHELTER AND BENCH
ADVERTISING**

WHEREAS, the City owns and maintains multiple bus furnishes that are located at San Diego Metropolitan Transit System stops throughout the City; and

WHEREAS, in 2015, the City Council directed staff to replace 10 aged and deteriorated bus shelters; and

WHEREAS, staff evaluated current bus shelter maintenance activities and estimated an overall benefit may be realized if the City partners with the San Diego Metropolitan Transit System to assume ownership of all bus shelters and bus benches through a memorandum of understanding for bus shelter and bus bench advertising; and

WHEREAS, San Diego Metropolitan Transit System will replace and maintain 10 bus shelters and 18 bus benches; and

WHEREAS, the City Council finds it in the public interest to approve a memorandum of understanding with the San Diego Metropolitan Transit System for bus shelter and bus bench advertising. |

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

1. Approves a memorandum of understanding (Exhibit 1) with San Diego Metropolitan Transit System for Bus Shelter and Bench Advertising; and
2. Establishes an initial 10-year term through June 30, 2032. After June 30, 2032, the MOU shall continue on a year-over-year basis unless terminated by the City or SDMTS; and
3. Authorizes the City Manager or her designee to execute the agreement and manage all memorandum of understanding requirements.

PASSED AND ADOPTED on January 18, 2022, the City Council of the City of Lemon Grove, California, adopted Resolution No. 2022-_____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Audrey Malone, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney

MTS Doc. No. XXXXX

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE CITY OF LEMON GROVE
AND THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
REGARDING BUS SHELTER AND BUS BENCH ADVERTISING

This MOU, dated _____, 2022, is entered into by and between the CITY OF LEMON GROVE (CITY), a municipal corporation, and the SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS), a public entity (also known as San Diego Metropolitan Transit Development Board or MTDB).

RECITALS

- A. MTS is the statutorily designated public transit provider for the portion of San Diego County that includes the CITY, as set forth in Public Utilities Code section 120000, *et seq.*;
- B. MTS and CITY are authorized by Public Utilities Code section 120268 to enter into cooperative agreements to establish uniform policies and procedures governing the use of bus passenger loading zones and establishing responsibility and standards for the maintenance of bus loading zones and any associated improvements;
- C. Notwithstanding the expiration of the 1994 MOU, in order to improve transit amenities for its passengers, including CITY residents and visitors, MTS has continued to install, maintain and replace bus shelters at locations where ridership is sufficiently high;
- D. MTS has recently purchased new transit shelters with solar lighting and receptacles for trash and recycling;
- E. MTS has recently purchased new bus benches that will improve the streetscape of the CITY;
- F. MTS has a third-party contract for installation, maintenance and advertising at transit shelters throughout MTS's jurisdiction, including within CITY;
- G. MTS has a third-party contract for the maintenance and advertising at transit benches throughout MTS's jurisdiction, including within CITY;
- H. The revenue generated from the MTS advertising contracts is intended to fund the purchase of the new transit shelters and benches, as well as to fund continued transit services within MTS's jurisdiction, including the CITY; and
- I. MTS and CITY desire to enter into a new MOU to formally acknowledge their cooperative agreement regarding bus stop improvements within the CITY.

AGREEMENT

NOW, THEREFORE, the CITY shall grant to MTS for the period of 10 years, the exclusive authority to install, or cause to be installed, transit shelters and benches within the public-right-of-way of the CITY, provided the following conditions are complied with by MTS:

1. Location Criteria for Transit Shelters and Transit Bus Benches

- a. Transit shelters and bus benches *with advertising* shall be permitted only in commercial, industrial or multifamily housing areas in CITY unless otherwise authorized by the City Manager.
- b. Transit shelters and bus benches *without advertising* shall be permitted in all areas where a MTS bus stop is located, so long as CITY has not exercised its authority under this MOU to reject a proposed transit shelter or bus bench location or to request the removal of an existing transit shelter or bus bench.
- c. As transit shelter and bus bench maintenance contracts depend on advertising revenue to be sustainable, CITY shall allow a ratio of at least 4-to-1 advertising to non-advertising shelters and benches.
- d. CITY, through the City Manager, shall have final authority to approve or deny the installation of any transit shelter or bus bench notwithstanding the fact that any proposed installation otherwise complies with the terms of this agreement; provided, however, that MTS shall not be required by CITY to install a transit shelter or bus bench at any specific location. The CITY can, however, request specific locations to be reviewed for potential furniture installation.
- e. MTS shall provide a list of existing locations of all bus benches and transit shelters to the CITY and notify the CITY whenever changes are made in the CITY. All new installations shall conform to the terms of this MOU.
- f. The CITY shall have the authority to cause a transit shelter or bus bench to be removed or relocated from any location at no cost to the CITY, upon making written demand to MTS for such removal.
- g. There shall be no other criteria used for the placement of advertising shelters or benches.

2. Advertising Policy and Permissible Signage

- a. Transit shelter advertising is typically limited to two advertising panels that do not exceed four feet in width and six feet in height. Other permissible advertising includes digital ad panels and “wrap” materials that are applied to the shelter structure.
- b. All advertising shall comply with MTS Policy No. 21 titled “MTS REVENUE-GENERATING DISPLAY ADVERTISING, CONCESSIONS, AND MERCHANDISE,”

attached as Exhibit A, which may be revised from time-to-time by the MTS Board of Directors.

c. The CITY may request that MTS exercise its right to remove any advertisement, commercial, or noncommercial that does not conform to MTS Policy No. 21. Such demand shall be in writing and state reasonable grounds for the demand. MTS shall consider and act upon the demand in accordance with the policy and legal requirements.

3. Maintenance

a. MTS, through its Contractors, shall be responsible for providing ongoing maintenance for every transit shelter or bench which it caused to be installed and currently exists in the public right-of-way.

b. Transit shelters and bus benches shall be maintained in a state of good repair throughout the life of this agreement, and such services shall include, but not be limited to, refurbishing, reconditioning, and replacing worn or damaged transit shelters or bus benches if necessary.

c. Routine inspections and trash removal shall be performed. At locations where MTS has elected to install trash and/or recycling receptacles, MTS will empty the receptacles.

d. Transit shelters and bus benches shall be repaired or replaced within 48 hours of notification to MTS of any damage, vandalism, or graffiti found on any transit shelter or bus bench.

4. Notices. MTS shall use its best efforts to notify the underlying property owners, as indicated on the most recent tax assessor's rolls, and building occupants that a new transit shelter or bus bench with or without advertising is proposed to be installed within 100 feet of their property in the public right-of-way prior to any transit shelter installation. Such notice will not be required if a shelter or bus bench currently exists and is simply being replaced by a new shelter or bus bench unless it is significantly modified.

5. Permits. MTS's contractor will be required to comply with all rules, regulations, and laws of the CITY and any applicable state or federal laws. All traffic control shall be per the San Diego Regional Standard Drawings and the California Manual on Uniform Traffic Control Devices, Latest Edition.

6. Electrification. MTS's contractor will secure all electrical permits necessary for the installation of new shelters. Solar-powered shelters shall not require any permit, MTS's contractor shall assume all costs associated with lighting and powering transit shelters.

7. CITY and Private Furniture

a. Notwithstanding that the CITY has granted to MTS the exclusive authority to install bus benches and transit shelters within the public right-of-way in the CITY, MTS agrees to allow the CITY to authorize others to place transit shelters, benches and

appurtenances in the public right-of-way conditioned upon those shelters, benches, and appurtenances being placed in such locations as the CITY and MTS may agree to from time to time.

- i. Process. Private entities authorized to install transit shelters, benches, and appurtenances pursuant to this amendment will be required to provide the design, construction, and maintenance for the shelter and bench. Installation will be permitted through a CITY encroachment permit process. The location of the shelters or benches shall conform to the MTS Design Standard Guidelines. MTS will provide the plan review for comment, but will not be responsible or liable for design, construction, or maintenance of the transit shelters or benches that are not installed as part of its existing shelter or bench contract.
- ii. Indemnity. The CITY undertakes and agrees to defend, indemnify, and hold harmless MTS and any and all of MTS's officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands, and expenses including, but not limited to: attorney's fees and costs of litigation, damage or liability of any nature whatsoever for death or injury to any person including CITY employees and agents, or damage or destruction of any property of either party hereto or any third person in any section on the part of the CITY or its permitted private entities whether or not contributed to by an act or omission whether passive, active, or otherwise except for the sole negligence of MTS or any of MTS's officers, agents, and employees, in which case MTS shall hold the CITY harmless.
- iii. Advertising. Advertising on the CITY's shelters or benches shall be solely for the purpose of announcing events of noncommercial nature taking place at an adjacent public facility owned or operated by the private entity authorized to install the shelter or bench and shall not be used for posting schedules of public meetings at the facility. Advertising space shall not be leased to any third party. Acknowledgement of sponsorship shall be permitted within the space reserved for advertising posters. All advertising posted on the shelters and benches must conform to the advertising criteria set forth in Section 2 of this agreement. MTS may make demand upon the CITY for the removal of any advertisement that does not conform to the aforementioned advertising criteria. Such demand shall be in writing and shall state reasonable grounds for the demand. The CITY shall consider and act upon the demand in accordance with those advertising criteria. Advertising display panels shall be configured in such a way to be similar to MTS's shelters and benches. Advertising display panels shall be no greater in size than those used in MTS's shelters and benches. MTS shall be given first-right-of-refusal to utilize one advertising panel in each shelter for the purpose of posting transit information.

iv. Insurance. The CITY shall require any permitted private entity to maintain insurance to same extent required of MTS pursuant to this Memorandum of Understanding.

v. Maintenance. For pre-existing and future benches, shelters, trash receptacles, and other bus stop infrastructure and amenities not installed by MTS: MTS does not assume any responsibility in this agreement for repairs, maintenance, cleaning, installation, replacement, removal, trash and recycling service, graffiti abatement, painting, or any other work not agreed to elsewhere. MTS will not be responsible for damage caused by furniture and amenities installed by the City or others (apart from MTS and/or its designees), nor for the restoration of the area to City standard from any condition caused by the installation, damage, repair, or removal of any such infrastructure.

MTS shall maintain responsibility for all work related to the bus stop pole (if any), bus stop blade, and any MTS-provided information or amenities attached to the bus stop pole, including installation, repair, replacement, removal, cleaning, and graffiti abatement. MTS shall be responsible for MTS-provided and installed benches and shelters as specified in this agreement.

8. Hold Harmless. MTS undertakes and agrees to defend, indemnify, and hold harmless the CITY and any and all of the CITY's officers, agents, employees, assigns, and successors in interest from and against all suits and causes of actions, claims, loss, demands, expenses, including, but not limited to, attorneys' fees and costs of litigation, damage or liability, or any nature whatsoever, for death or injury to any person, including MTS's employees and agents, or damage or destruction to any property of either party hereto or third person in any manner arising by reason of or incident to the performance of this agreement on the part of MTS, except for active negligence of the CITY or any of the City's officers, agents, contractors or employees, in which case the CITY shall hold MTS harmless and MTS shall have no obligation to defend and indemnify the CITY or its officers, agents, employees, assigns or successors.

9. Termination of this MOU.

a. By CITY: The CITY may terminate this MOU if MTS or its contractor materially breaches the terms and conditions set forth herein, and the CITY shall owe no payment to MTS or its contractor. In the event the CITY terminates this MOU, the CITY may require MTS to remove every transit shelter and/or bus bench in the public rights-of-way. The City may terminate this MOU without cause, by serving upon MTS written notice of termination of this MOU three hundred sixty five (365) days in advance of said date of termination, and the CITY shall pay MTS the current value for every transit shelter or bus bench in the public right-of-way.

The method of calculating the current value of a transit shelter or bus bench will be as follows:

$$\text{CURRENT VALUE} = \frac{\left[\text{Transit Shelter/Bus Bench Unit Price} \right]}{\text{Depreciation Period (in months)}} \left[\text{Depreciation Period - Months in Service (in months)} \right]$$

For purposes of calculating the current value the transit shelter or bus bench:

- the unit price shall be the unit price listed in the contractor’s financial plan submitted with the bid documents plus the installation costs of the bus bench or transit shelter;
- the depreciation period for transit shelters and bus benches will be ninety-six (96) months; and
- the number of months in service will be calculated from the date the transit shelter or bus bench is placed in service to the date of termination.

b. By MTS: MTS may terminate this MOU without cause, by serving upon CITY written notice of termination of this MOU three hundred sixty five (365) days in advance of said date of termination. No later than the date of termination, MTS shall either (i) reach an agreement with CITY for CITY to take possession and ownership of the transit shelters and bus benches that remain installed within the CITY, or (ii) remove each and every transit shelter and bus bench and restore the sidewalk to a safe and usable condition.

10. Insurance. During the term of the agreement, MTS shall require its contractor to maintain the following levels and types of insurance:

- a. Comprehensive general liability insurance for bodily injury (including death) and property damage, which provides total limits of not less than two million dollars (\$2,000,000.00) combined single limit per occurrence. Coverages included shall be:
 - i. Premises and operations;
 - ii. Contractual liability expressly, including liability assumed under this agreement, with deletion of the exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, underpass, and crossway;
 - iii. Personal injury liability;
 - iv. Independent contractors; and
 - v. Cross-liability clause providing that the insurance applies separately to each insured except with respect to the limits of liability.

vi. Such insurance shall include the following endorsement (copies of which shall be provided):

- (1) Inclusion of the CITY, its officers, agents, and employees as additional insureds with respect to activities, services, or operations under this agreement;
- (2) Inclusion of MTS, and its subsidiaries, its officers, agents, and employees as additional insureds with respect to activities, services, or operations under this agreement; and
- (3) Stipulation that the contractor's insurance is primary insurance and that no insurance of the CITY or MTS will be called upon to contribute to a loss.

b. Comprehensive automobile liability insurance for bodily injury (including death) and property damage, which provides total limits of not less two million dollars (\$2,000,000.00) combined single limit per occurrence applicable to all owned, nonowned, and hired vehicles.

c. Statutory workers' compensation coverage including a broad form all states endorsement; employer's liability insurance for not less than one million dollars (\$1,000,000.00) per occurrence for all individuals engaged in services or operations to implement this agreement, including an insurer's waiver of subrogation in favor of the CITY, their directors, officers, representatives, agents, and employees.

d. MTS shall also provide CITY with satisfactory evidence of self-insurance that meets or exceeds the types and levels of insurance outlined above.

Notices. No notice, request, demand, instruction, or other document to be given hereunder to any party shall be effective for any purpose unless personally delivered to the person at the appropriate address set forth below (in which event, such notice shall be deemed effective only upon such delivery) or delivered by certified mail, return receipt requested, as follows:

To The CITY:
 Lydia Romero
 City Manager
 City of Lemon Grove
 3232 Main St
 Lemon Grove, CA 91945

To MTS:
 Sharon Cooney
 Chief Executive Officer
 Metropolitan Transit System
 1255 Imperial Avenue, Suite 1000
 San Diego, California 92101

Notices so mailed shall be deemed to have been given forty-eight (48) hours after the deposit of same in any United States Post Office mailbox. The addresses and addressees, for the purpose of this paragraph, may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change is received, the last address and addressee stated by written notice, or provided herein if no such written notice of change has been received, shall be deemed effective.

- 11. Attorneys' Fees. If legal action be commenced to enforce or to declare the effect of any provisions of the agreement, the court as part of its judgment shall award reasonable attorneys' fees and costs to the prevailing party.
- 12. No Waiver. The waiver by one (1) party of the performance of any covenant, condition, or promise shall not invalidate this agreement nor shall it be considered a waiver by such party of any other covenant, condition, or promise hereunder. The waiver by either or both parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this agreement for any remedy shall not exclude other consistent remedies unless they are expressly excluded.
- 13. Severance. If any provision of this agreement is found to be unenforceable, the remainder of the provisions shall continue to be given full force and effect.
- 14. Amendments. No change in or addition to this agreement or any part hereof shall be valid unless in writing and properly authorized by the CITY and MTS.
- 15. Term. This MOU shall commence upon approval. MTS shall have the right to administer its transit shelter and bus bench programs through June 30, 2032. After June 30, 2032, this MOU shall continue on a year-over-year basis unless terminated by either party pursuant to Section 9.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM CITY OF LEMON GROVE

Sharon Cooney
Chief Executive Officer

Lydia Romero
City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Karen Landers
General Counsel

Kristen Steinke
City Attorney

Attachment A

LEMON GROVE CITY COUNCIL AGENDA ITEM SUMMARY

Item No. 4
Mtg. Date April 16, 2013
Dept. Public Works

Item Title: Citywide Bus Shelter and Bench Partnership Opportunity

Staff Contact: Mike James, Public Works Director

Recommendation:

That the City Council provides feedback regarding an opportunity to allow bus shelters and benches in the City to include advertisements through MTS.

Item Summary:

San Diego Metropolitan Transit System (MTS) manages a region wide bus shelter and bench program. MTS is currently seeking a contractor to assume all advertising and maintenance activities through a request for proposals process. In January 2013, City staff and MTS staff began discussing opportunities for the City to participate in MTS' advertising program. At that time, MTS informed City staff that there is a window of opportunity for the City to partner with MTS through a memorandum of understanding (MOU).

This agenda item was created to gauge the City Council's interest in:

1. Entering into a MOU with MTS to partner in its advertising and maintenance program, and
2. If there is an interest, the parameters that should be included in a potential MOU with MTS.

Any feedback received from the City Council will be used in discussions with MTS staff, if there is an interest from the City Council to learn more. A formal proposal, based on City Council direction, will be brought back at a later date.

Fiscal Impact:

None.

Environmental Review:

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

Public Information:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> None | <input type="checkbox"/> Newsletter article | <input type="checkbox"/> Notice to property owners within 300 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting | |

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 7
 Mtg. Date May 21, 2013
 Dept. Public Works

Item Title: Citywide Bus Shelter and Bench Program

Staff Contact: Mike James, Public Works Director

Recommendation:

Provide feedback regarding options to manage the Citywide bus shelter and bench program.

Item Summary:

At its meeting on April 16, 2013, the City Council expressed an interest in learning more about the San Diego Metropolitan Transit System's (MTS) bus shelter and bus bench advertisement and maintenance program. During that discussion, staff received questions that required additional research. Those questions focused on maintenance response types and times, primary customers that advertise on bus shelters and bus benches, advertisement protocol, and fiscal impacts to the City if a partnership is pursued.

The staff report (**Attachment A**) provides detailed responses to each of the questions posed by the City Council. Staff concludes the report with a summary of the options available to the City to manage its Citywide bus shelter and bench program, along with staff's recommendation.

Fiscal Impact:

None.

Environmental Review:

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

Public Information:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> None | <input type="checkbox"/> Newsletter article | <input type="checkbox"/> Notice to property owners within 300 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting | |

Attachments:

- A. Staff Report
- B. Photographs of MTS Bus Shelters
- C. MTS Board Policy No. 21

Attachment A

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 7

Mtg. Date May 21, 2013

Item Title: **Citywide Bus Shelter and Bench Program**

Staff Contact: **Mike James, Public Works Director**

Background:

The City manages bus shelters and benches throughout the City. The type and quantity of bus related facilities are listed below:

Description	Quantity
Bus Stops	52
Bus Shelters	8
Benches	18
Trash Receptacles	19
Stops without Furniture	31

Historically, City staff spends three hours per week to maintain the bus shelters within the City. That equals approximately \$200 per week for staff, vehicles, materials, and equipment. Additionally, twice per month each bus shelter is power washed by the City's street sweeping contractor. Those services were publicly advertised with the City's street sweeping request for proposals and currently the maintenance costs total \$1,800 per month. All other transit assets are typically responded to on a reactive basis which infrequently occur and are not, for the most part, tracked by the City's work order system.

Discussion:

On April 16, 2013, the City Council expressed an interest in learning more about San Diego Metropolitan Transit System's (MTS) bus shelter and bench advertisement and maintenance program. During that discussion, staff received questions that required additional research. Those questions focused on maintenance response types and times, primary customers that advertise on bus shelters and bus benches, the advertisement protocol MTS follows, and the potential fiscal impact to the City.

This staff report responds to those questions, provides the City Council with options to manage the City's bus shelter and bench program, and includes a staff recommendation.

Follow-Up Questions & Answers

Since that City Council meeting, City staff has consulted with MTS staff to prepare accurate responses to each of the questions posed by the City Council. Those questions are listed below with specific responses that address the concerns of the City Council.

Attachment A

What forms of graffiti are covered and what is the response time?

All graffiti forms will be mitigated by MTS, including etching. The MTS contractor is required to respond within 48 hours of notice.

Who are the primary types of customers that advertise?

As stated during the discussion, the primary customers that advertise with MTS are commercial entities. In the attached photographs (**Attachment B**), the three entities shown are University of California at Los Angeles, bebe, and San Diego County Credit Union.

Advertisement Protocol

MTS Board Policy No. 21 (**Attachment C**) outlines general information about revenue generating advertising. Specifically, Section 21.1a states, "Acceptable advertising must promote for sale, lease, or other financial benefit a product, service, event, or other property interest in primarily a commercial manner for primarily a commercial purpose." The MTS policy further identifies types of advertisement that is forbidden, such as:

- o Personal attacks on an individual or group,
- o Political or electoral advertisements,
- o Portrayal of violence,
- o Nudity, erotic or obscene advertisements,
- o Alcohol, tobacco or firearms advertisements,
- o Profanity.

A full list of non-permitted advertisements is identified in Section 21.1.6 of the MTS policy.

Potential Revenue Estimate

This discussion item revolved around the potential to generate revenue and how the amount of revenue may be impacted by the number of advertisements on Lemon Grove bus shelters.

In advertising partnerships, there are typically two cost sharing models. One model is based on a negotiated flat rate of payment. For example, \$500 paid once per month regardless of the amount of sales earned by the advertising contractor. The second model is a percentage paid by the advertising contractor based upon the amount of sales earned. For example, 10 percent of all monthly sales earned will be paid.

In further discussions with MTS staff, City staff learned that MTS does not anticipate a flat rate will be a part of any future agreements with Lemon Grove. Rather, MTS would apply the same revenue sharing formula that it uses with the City of San Diego—10 percent of advertisement revenue.

Options

Staff prepared two options to maintain the bus shelters and benches citywide. Each option is listed below in order of staff's recommendation. Furthermore, each activity is summarized with benefits and drawbacks, culminating in a fiscal summary.

Option #1 Partner with MTS to Manage Bus Shelters and Benches

This option will allow MTS to purchase new bus shelters and direct its contractor to install, maintain and sell advertising on those bus shelters in Lemon Grove. There will be no costs to the City to remove and replace each bus shelter. Additionally, any maintenance related activities will be managed by the MTS contractor.

Attachment A

The benefits and drawbacks related to this option are listed below:

Benefits	Drawbacks
+ More protection for transit users	- Advertisements may clutter downtown
+ Relieves City from maintaining the shelters	- May receive complaints regarding ads
+ Adds new infrastructure	- Added quality control to monitor work
+ Frees up City capital for other transit projects	
+ Reduces City liability	
+ City has the ability to opt out specific shelters	

During the last bus shelter and bench discussion, the City Council requested additional information regarding the fiscal impacts to the City should this option be pursued. Staff prepared the following schedule that outlines the expenditures and revenues that are anticipated for this option.

Revenue Summary: Per MTS, a 10 percent share of revenue is a reasonable amount offered to the City. At the time this report was drafted, no dollar value could be determined to accurately reflect what 10 percent revenue would equal during a one-year period.

Expenditure Summary: Two components make up the expenditures related to the City's bus shelters and benches. First, staff compared the City's current monthly maintenance expenditure plan to the expenditure plan should the City opt into an agreement with MTS. Should the City opt into an agreement with MTS, the anticipated savings in ongoing expenditures will equal \$2,682 per month or approximately \$32,000 per year.

Table 1: Monthly Expenditures

Description	City's Current Expenditures	Estimated Expenditures with MTS Agreement
Personnel	\$300	\$0
Equipment	\$320	\$0
Materials	\$200	\$0
Shelter Maintenance	\$50	\$0
Shelter Power Washing	\$1,812	\$0
Total Monthly Expenditures	\$2,682	\$0

Second, staff compared expenditures related to the removal and replacement of each shelter. This concept was originally brought before the City Council on February 2, 2010. At that time, the City Council directed staff to move forward with a Capital Improvement Project to remove and replace all eight bus shelters in the City. Due to recent discussions with MTS staff, City staff turnover, and other projects in the City's Five-Year Capital Improvement Program, the project was not completed. However the existing liability still remains.

Staff compared the capital improvements expenditures between maintaining the City's current improvement program versus opting into an agreement with MTS.

Attachment A

Table 2: Capital Expenditures

Project Description	City's Programmed Expenditures	Estimated Expenditures with MTS Agreement
Remove 8 Shelters (\$5,000 each)	\$40,000	\$0
Replace 8 Shelters (\$12,000 each)	\$96,000	\$0
Total Expenditures	\$136,000	\$0

As discussed in 2010, staff has allocated Transportation Development Act (TDA) funds toward this project. However, if the partnership with MTS is formed, those funds can be allocated to other projects that will enhance public transit corridors in the City.

Option #2 Purchase the Bus Shelters and Maintain In-House

Option #2 is a status quo option that includes the implementation of the 2010 bus shelter replacement plan. The benefit is that old shelters will be replaced with new shelters. The drawbacks include the cost to install and maintain the shelters, the City's continued liability associated with shelters, and the loss of potential advertisement revenue.

Revenue Summary: No revenue would be earned with Option #2.

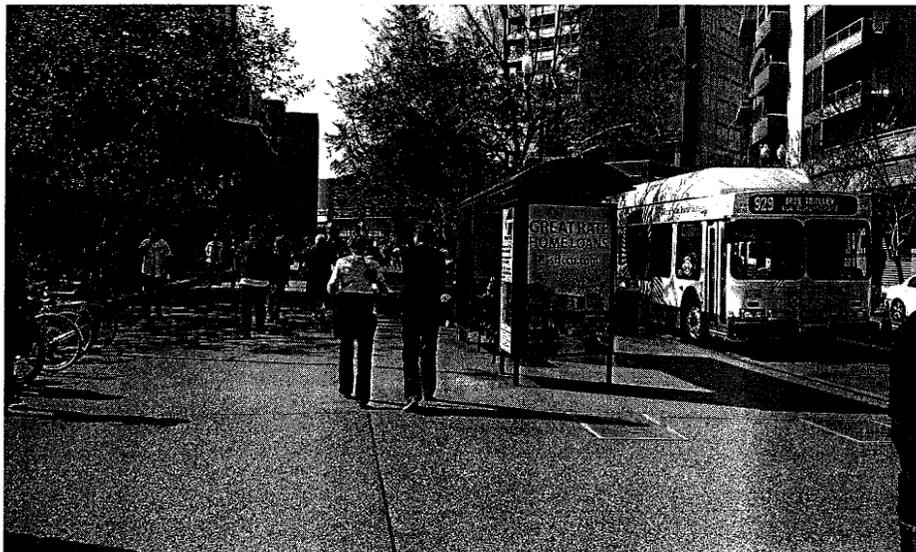
Expenditure Summary: As shown in Table 1, the City would still be responsible for funding \$2,682 per month to maintain each bus shelter. Additionally, Table 2 costs will be borne, which would be funded by TDA funds. As a result, those funds could not be redirected to improvements to the transit route/system Citywide.

Conclusion:

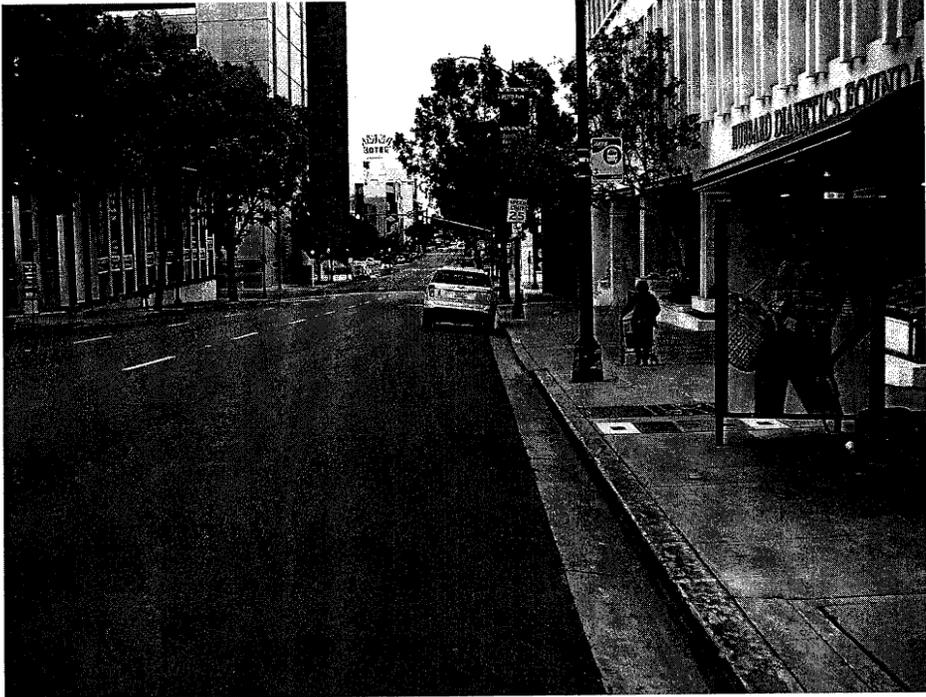
Staff recommends that the City Council provide feedback regarding options to manage the citywide bus shelter and bench program. Should the City Council wish to pursue a partnership with MTS, staff will return to the City Council in June with a memorandum of understanding that formalizes the bus shelter and bench partnership.

Attachment B

Photographs of Commercial Advertisements with MTS



Attachment B





1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
(619) 231-1466 • FAX (619) 234-3407

Policies and Procedures

No. 21

SUBJECT:

Board Approval: 12/10/09

MTS REVENUE-GENERATING DISPLAY ADVERTISING, CONCESSIONS, AND MERCHANDISE

PURPOSE:

To establish a policy and guidelines concerning a revenue-generating advertising, concessions, and merchandise program encompassing trolley stations, MTS property and facilities, and selected printed materials.

Advertising on bus shelters and benches within the public rights-of-way shall be governed by the applicable policies of the applicable jurisdiction. The City of San Diego policy is included as Attachment A to this policy.

BACKGROUND:

Public transit operators and administration agencies have historically utilized advertising, concessions, and merchandising programs to supplement operational and capital funds. A sound advertising and concessions program can be a viable, alternative income source while maintaining aesthetic standards and promoting transit use.

POLICY:

It is the policy of the Metropolitan Transit System (MTS) that advertising spaces on MTS property, which includes buses, light rail vehicles, and related transportation facilities, shall constitute a nonpublic forum.

The following guidelines will be reviewed annually to reflect the current policies of the MTS Board of Directors and to reflect changes in the trends of social and economic acceptance and appropriateness of various forms of advertising and concessions.

21.1 Advertising - General

21.1.1 The subject matter for all advertising materials displayed on MTS property shall be limited to speech which proposes a commercial transaction as its primary purpose.

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Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc., San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations), and San Diego Vintage Trolley, Inc., a 501(c)(3) nonprofit corporation, in cooperation with Chula Vista Transit. MTS is the taxicab administrator for seven cities. MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego.

ATTACHMENT C

- a. Acceptable advertising must promote for sale, lease, or other financial benefit a product, service, event, or other property interest in primarily a commercial manner for primarily a commercial purpose.
- 21.1.2 Safety, aesthetic considerations, rider convenience, and information needs will take precedence over revenue generation.
- 21.1.3 Quantity, quality, and placement of all advertising will be controlled by and subject to the specific approval of MTS.
- 21.1.4 MTS reserves the right to reject any advertisement that does not meet the Board's standards as set forth in this policy. Before any advertisement is rejected, it shall be referred to the Chief Executive Officer and General Counsel for MTS for appropriate action and a final decision.
- 21.1.5 The advertising program will serve the needs of local as well as national advertisers and encourage the promotion of public transit. Local advertisers will be guided by the appropriate transit agency staff in promoting specific routes/lines serving their areas.
- 21.1.6 No advertisement will be permitted that:
- a. appears to make a personal attack on any individual or upon any company, product, or institution; or falsely disparages any service or product or is defamatory in any respect;
 - b. might be interpreted to be offensive to any religious, ethnic, racial, or political group;
 - c. directly or indirectly refers to religion;
 - d. is of a political or electoral nature, as determined by MTS;
 - e. might be interpreted as condoning any type of criminal act or which might be considered as derogatory toward any aspect of the law enforcement profession;
 - f. portrays acts of violence, murder, sedition, terrorism, vandalism, or other acts of violence against persons, animals, or institutions; or
 - g. depicts nudity or portions of nudity that would be considered as offensive, distasteful, pornographic, or erotic, is obscene, or advertises adult entertainment. The rule of "public acceptance" should be used in such cases; i.e., if the advertisement has already gained public acceptance, then it may be considered as acceptable to MTS.

ATTACHMENT C

- h. depicts, suggests, or refers to alcohol, tobacco, or firearms, which includes promoting or offering in commerce the sale or use of alcohol, tobacco or firearms, or firearms-related products.
 - i. might be interpreted as condoning any type of discrimination; or
 - j. might be interpreted as condoning or soliciting any unlawful act or conduct; or
 - k. contains profane language and/or appearance or suggestion of profane language.
- 21.1.7 No advertisement will be permitted that is in conflict with any applicable federal, state, or local law, statute, or ordinance.
- 21.1.8 No advertisement will be permitted that contains false or grossly misleading information.
- 21.1.9 MTS reserves the right to allow exceptions to the policy if MTS determines that application of the policy as written would likely be unconstitutional in any particular situation.
- 21.1.10 Upon written demand by the Chief Executive Officer of MTS on stated grounds that shall be reasonable and upon review by General Counsel of MTS, any advertisement or other display deemed to be noncompliant with this policy will be removed. No refund shall be made for the time such objectionable material was on display.
- 21.1.11 Advertising treatments will not impede vehicular or pedestrian traffic, will not restrict the visibility of directional/traffic signs and informational material, and will not encroach on necessary sight lines (e.g., driver/operator view of waiting patrons) nor present any other safety risks or hazards.
- 21.1.12 Advertising industry standard sizes will be used for all advertising treatments.
- 21.1.13 Advertising treatments will be maintained in "like-new" condition. Damage to the advertisement or its housing will be corrected within forty-eight (48) hours.
- 21.2 Advertising - Light Rail Vehicles and Buses
- 21.2.1 For light rail vehicles (LRVs) and buses, a maximum of 10 percent of the full fleet may carry full-bus advertising formats rather than conventional advertising formats. Vehicle fronts must remain "unwrapped" with standard paint schemes and materials.
- 21.2.2 Transit information material may be placed inside LRVs and buses at the discretion of the operating corporation's Chief Executive Officer. Such information can include, in accordance with this policy, the promotion of

ATTACHMENT C

regularly scheduled public transit routes that will serve major community events open to the public with no admission charge. The subject matter and proposed advertisement regarding such event must comply with the provisions set forth under section 21.1 of this policy.

21.2.3 At the request of a recognized public entity and with the approval of the Chief Executive Officer, LRVs and buses may carry notices of events that are served by regularly scheduled transit routes and open to the public for an entrance or other fee in accordance with this policy and under the following conditions only:

- The subject matter and proposed advertisement of the noticed event must comply with the provisions set forth under section 21.1 of this policy.
- Such notices shall be limited to no more than once per month.
- More than one event may be shown on the same notice.
- The listing order within the monthly notice will be by event dates. Should more than one event start on the same date, alphabetical ranking will then be used.
- Notices will be produced in English and Spanish.
- The production costs of each notice (including translation, typesetting, camera work, and printing) will be reimbursed by the participating public entity/event. If more than one public entity/event is involved, costs will be divided equally among all participants.

21.2.4 Metropolitan Transit System advertising would be excluded from the 10 percent cap on full-bus advertising formats.

21.2.5 Super King and Mural formats are approved for acceptable use on buses. The size specification for the Super King is 226 inches x 30 inches and is placed between the front and rear wheel wells on the street side of the bus. Murals are defined as encompassing the space under the vehicle passenger windows on each side of the bus and extending from the front of the bus to just past the rear wheel well. These advertising formats will not be subject to the 10 percent cap assigned to full-bus wraps.

21.3 Advertising - Transit Centers, Major Transit Points, Stations, and Stops

21.3.1 Advertising treatments (housings) will be designed to complement the architecture of the transit centers/stations and the flavor of the surrounding community. MTS plan specifications will be followed wherever applicable. Advertising treatments will be designed, constructed, and placed in accordance with all applicable local, state, and federal standards.

ATTACHMENT C

21.3.2 Any unsold transit center, major transit points, and station display advertising space will be allocated for graphics and/or other nonrevenue-producing functions approved by the MTS Board. At least one full display panel per transit center and station will be reserved exclusively for transit-related items.

21.4 Advertising - Printed Materials

21.4.1 Advertising space may be allowed in printed materials (e.g., timetables, maps, and informational brochures) at the discretion of the Chief Executive Officer.

21.4.2 Advertising space may be allowed on the reverse side of regional passes, tickets, and transfers at the discretion of the Chief Executive Officer.

21.4.3 No advertising space shall supersede necessary transit information and/or regulations.

21.4.4 At the discretion of the Chief Executive Officer, MTS may allocate space in printed materials to inform transit customers about private entities actively participating in transit services, e.g., pass and ticket-sales outlets.

21.5 Concessions

21.5.1 Concession formats, quantity, and placement will be approved and controlled by the MTS Board.

21.5.2 Contracts for any concession format or related development will be awarded in accordance with existing MTS policies.

21.5.3 During hours of business, concessionaires will provide the public with transit information materials as directed and supplied by MTS or its designated representative.

21.5.4 Concession treatments/structures will be designed to complement the architecture of the transit centers/stations and the flavor of the surrounding community. MTS plan specifications will be followed wherever applicable. Concession treatments/structures will be designed, constructed, and placed in accordance with all applicable local, state, and federal standards.

21.5.5 Concession treatments/structures will not impede vehicular or pedestrian traffic, will not restrict the visibility of directional signs and informational materials, and will not encroach on necessary sight lines.

21.5.6 Concessionaire contracts will include remittance to MTS on a monthly basis and shall include a flat rate, plus percentage of gross revenue, as approved by the MTS Board.

ATTACHMENT C

21.5.7 Any and all concession on-site signing and displays will be in accordance with existing MTS policies and subject to approval of the Chief Executive Officer.

21.6 Merchandise

21.6.1 Any and all system-related merchandise will be of the highest available quality and project a positive transit image.

21.6.2 Merchandise licensing agreements and royalty payments will be made in accordance with existing MTS policies.

21.7 Revenue

21.7.1 All revenue received from any form of advertising shall be accrued according to MTS policy and allocated during the annual budget process.

21.8 Contractor Services

21.8.1 MTS may engage contractor(s) services for the development, implementation, management, and maintenance of advertising, concessions, and/or merchandise programs in conformance with existing Board policies and in the best interests of MTS.

LTresc/SChamp/JGarde
DEC10-09.12.AttA.POLICY 21.ABOEKAMP.doc
12/10/09

Attachment A – City of San Diego Advertising Policy

Original Policy approved on 5/9/83.
Policy revised on 6/6/85.
Policy revised on 7/9/87.
Policy revised on 6/23/88.
Policy revised on 3/22/90.
Policy revised on 3/14/91.
Policy revised on 4/9/92.
Policy revised on 5/12/94.
Policy revised on 8/11/94.
Policy revised on 6/22/95.
Policy revised on 3/27/97.
Policy revised on 6/11/98.
Policy revised on 2/22/01
Policy revised on 2/26/04.
Policy revised on 12/10/09.

ATTACHMENT C

ATTACHMENT A
MTS POLICY NO. 21
CITY OF SAN DIEGO
ADVERTISING POLICY

Subject:

ADVERTISING ON BUS STOP SHELTERS AND BENCHES

Background:

The City of San Diego (City) entered into a Memorandum of Understanding (MOU) with the Metropolitan Transit Development Board (MTS), adopted July 25, 1988, and amended February 25, 1991, and June 21, 1999, authorizing MTS to install bus stop shelters and bus benches in public rights-of-way in the City. Pursuant to the MOU, MTS contracted with third parties for the construction, installation, and maintenance of the bus stop shelters and benches. In exchange, MTS's contractors receive the proceeds from the sale of advertising space on the shelters and benches.

MTS regulated the content of the advertising placed on the bus stop shelters and benches according to its Policies and Procedures No. 21. After advertising containing a religious message was removed pursuant to that policy, valid concerns were raised that the policy may violate due process and first amendment rights governing public speech.

Purpose:

It is the intent of the City Council to establish a policy governing advertising on bus stop shelters and benches in the public rights-of-way within the City that will be included by amendment in the MOU between the City and MTS, and administered by MTS.

It is the further intent of the City Council to prohibit advertising on bus stop shelters and benches of alcoholic beverages, tobacco products, and firearms in recognition of the fact that many public transit patrons are minors, that possession of these products by minors is illegal and dangerous, and that advertising is a persuasive medium for encouraging the use of these products by minors.

This policy applies only to advertising space located in designated areas on bus stop shelters and benches, as described in the MOU between the City and MTS.

Policy:

Advertising on Bus Stop Shelters and Benches:

1. In its agreement with its advertising contractors, MTS shall reserve the right to reject any advertisement, commercial or noncommercial, which does not meet the standards set forth in this policy.
2. All advertising posted on bus stop shelters and benches must conform to the following criteria:

ATTACHMENT C

- A. Defamatory Advertising. No advertising will be permitted that falsely disparages any person, product, or company, or that is likely to damage the reputation of any person, product, or company.
 - B. Advertising Condoning Criminal Conduct. No advertising will be permitted that is likely to incite or produce imminent unlawful activity.
 - C. Obscene Advertising. No advertising will be permitted that contains obscene matter or matter harmful to minors, as defined in California Penal Code Sections 311 and 313.
 - D. False Advertising. No advertisement will be permitted that contains false or grossly misleading information.
 - E. Alcohol, Tobacco, and Firearms. No advertisement will be permitted that promotes the sale of alcoholic beverages, tobacco or tobacco products, or firearms.
 - F. Existing Laws. All advertisements must conform to applicable federal, state, and local laws.
3. The City may make demand upon the Chief Executive Officer of MTS for the removal of any advertisement, commercial or noncommercial, that does not conform to this policy. Such demand shall be in writing and shall state reasonable grounds for the demand. MTS shall consider and act upon the demand in accordance with this policy.

SGreen/SChamp/JGarde
POLICY.21.REV GENERATE DISPLAY
AD CONCESSIONS & MERCHANDISE
7/13/06

Attachment A

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 3

Mtg. Date March 3, 2015

Item Title: **Bus Shelter Purchase**

Staff Contact: Mike James, Public Works Director

Background:

The City of Lemon Grove has eight bus shelters that it owns and maintains. Seven bus shelters are located on Broadway between Federal Boulevard and Lemon Grove Avenue and one bus shelter is located on College Avenue. The current shelters were constructed in 1996 and are in need of replacement because of normal wear and tear.

Staff inspected the eight bus shelters and determined that there were a number of possible structural deficiencies or components damaged that need to be repaired or replaced. An example of some of the deficiencies included:

- Missing ceramic roof top tile,
- Bare metal exposed,
- Exposed rebar,
- Broken valance,
- Unstable lower and upper attachments,
- Missing bolts to the mounting base, and
- Inoperable solar lighting.



Bus shelter located in front of Home Depot.

After inspecting each bus shelter, staff contacted the San Diego Metropolitan Transit System (MTS) and requested ridership numbers to verify if the current bus shelters' ridership numbers continue to warrant a bus shelter or if other bus shelters should be built because of an increase in usage.

Staff received ridership numbers for all 52 bus stops located in the City, to include the eight bus stops that currently have shelters installed. Table 1, shown below, lists the number of people boarding, location of each stop, and if there is an existing or a proposed bus shelter at that location.

Table 1 – MTS Ridership Numbers

Rank	On-Board	Location	Existing or Proposed Shelter
1	602	Main St. / Broadway (NB)	Existing
2	356	Broadway / Main St. (WB)	Existing
3	119	Broadway / Mass. Ave. (EB)	Existing
4	85	7081 Broadway (EB)	Existing

Attachment A

Rank	On-Board	Location	Existing or Proposed Shelter
5	67	Cardiff St. / Carlisle Dr. (NB)	Proposed
6	63	Broadway / Grove St. (EB)	Proposed
7	56	7080 Broadway (WB)	Existing
8	46	Broadway / Mass. Ave (WB)	Existing
9	40	Skyline Dr. / Alton Dr. (NB)	No shelter
10	33	Federal Blvd. / College Ave. (EB)	No shelter
11	33	Skyline Dr. / Canton Dr. (NB)	No shelter
12	30	Broadway / New Jersey (WB)	Existing (Scheduled for removal by MTS)
13	27	Broadway / Buena Vista Ave. (EB)	No shelter
14	24	College Ave. / Federal Blvd. (NB)	Existing
15	22	Broadway / Buena Vista Ave (WB)	No shelter

The on-board figures are a “snap shot” in time provided by SANDAG that shows the number of people that boarded during a single sample day the past year. The day selected for surveying occurred at a peak service time during a weekday. Once collected, the data is compared to the sample day from the prior year to determine if it was a reasonable amount expected. If that number is not reasonable, it is thrown out and resampled.

After reviewing the information provided in Table 1, staff took note of the following points:

- Of the 15 highest boarded bus stops in the City, all 8 current bus shelters are still present.
- Because of low ridership numbers, MTS identified the 12th ranked bus stop for elimination. Riders will be directed to the next easterly bus stop.
- The 5th and 6th ranked bus stops have 67 and 63 on-board riders, respectively, more riders board at that bus stop than the City’s 14th ranked bus stop.

The data shown in Table 1 prompted staff to recommend adding two bus shelters at the 5th and 6th ranked bus stop locations because of the high number of on-board riders. On February 3, 2015, City and MTS staff visited each bus shelter location, including the proposed two new sites. MTS staff agreed with City staff’s recommendation to add two new bus shelters and replace each remaining bus shelter.

Discussion:

Since 2013, staff has considered multiple methods to purchase and replace the bus shelters in the City. Those prior options included:

1. Partnering with MTS’ bus shelter maintenance program,
2. Advertising an open and competitive bid to purchase bus shelters, or
3. Opting into a cooperative purchasing agreement with another public entity.

Attachment A

In June 2014, staff provided a bus shelter progress report to the City Council that provided a summary of communications with MTS, a construction timeline from MTS if a partnership was formed, and staff's recommendation to purchase and install bus shelters citywide without partnering with MTS.

Staff recommends purchasing ten bus shelters via the public agency participation clause. The City will save time and money by not having to complete the tradition advertisement and award process. From the purchase order creation date, which is anticipated to be March 4, 2015, the City can expect to receive the ten bus shelters by June 1, 2015. This purchasing process is authorized per Lemon Grove Municipal Code 3.24.090.

As a result of a competitive bidding process, per Bid No. 12-02, the Morongo Basin Transit Authority awarded a purchase order to Tolar Manufacturing for the purchase of accessible bus shelters. The public agency participation clause, shown as subsection 41, contained within the bid documents (**Attachment D**) enables other governmental entities the opportunity to purchase additional bus shelters as specified in the bidding process.

Tolar Manufacturing offers multiple styles of bus shelters; however, only one style is authorized for cooperative purchase and that style is the Sierra Shelter Line. This same model is also used in the cities of Carlsbad, El Cajon, Escondido, San Diego, San Marcos, Oceanside, Vista, and unincorporated portions of San Diego County.



13' Sierra low dome non-advertising shelter.

The benefits of purchasing this model are:

- Lengths ranging from 9 to 24 feet,
- Perforated metal walls,
- Solar lighting,
- Turnkey product bundle with furniture, and
- Integration with the City's logo.

Tolar Manufacturing also offers multiple color options. Staff recommends the following options for the City Council to consider:

- Green 
- Blue 

The total material cost including delivery of ten bus shelters is not expected to exceed \$89,130.65. This cost does not include labor for installation which is estimated at \$7,500 for 10 bus shelters. The total equipment and installation cost estimate equals \$96,630.65. Staff recommends including a ten percent contingency (or \$9,663.06) to mitigate unforeseen expenditures encountered in the field. Therefore, the total project cost is \$106,293.71. The project is anticipated to be completed by July 31, 2015. Additional time was embedded in the construction timeline to allow for ample notification to all MTS riders.

Conclusion:

Staff recommends that the City Council adopts a resolution (**Attachment B**) authorizing the purchase of ten bus shelters with site furnishing.

Attachment B

RESOLUTION NO. 2015 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA AUTHORIZING THE PURCHASE OF TEN BUS SHELTERS WITH SITE FURNISHING

WHEREAS, the City of Lemon Grove owns and maintains eight bus shelter located citywide; and

WHEREAS, originally constructed in 1996, the current bus shelters are in need or replacement; and

WHEREAS, City staff determined that Tolar Manufacturing Incorporated provides suitable accessible bus shelters that meet the City's needs and has identified an opportunity to partner with another public agency in a cooperative purchasing program; and

WHEREAS, per Lemon Grove Municipal Code Section 3.24.090, the Purchasing Officer may participate in cooperative bids with other governmental agencies in accordance with District Ordinance No. 317; and

WHEREAS, the Morango Basin Transit Authority issued a competitive bid (No. 12-02) and subsequently awarded a purchase order to Tolar Manufacturing Incorporated for the purchase of the Sierra Line Shelters; and

WHEREAS, by using the public agency participation clause, the City will save money by not having to publicly advertise the bidding documents and save at least three months of time to complete the advertisement and award process; and

WHEREAS, the City Council of the City of Lemon Grove finds it in the public interest that said bus shelters with site furnishings are purchased.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove hereby authorizes the City Manager or his designee to purchase and install ten bus shelters with site furnishings in an amount not to exceed \$106,293.71.]

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Attachment C



CITY OF LEMON GROVE INTERNAL MEMORANDUM

DATE: June 2, 2014
MEMO TO: Mayor and City Council
FROM: Mike James, Public Works Director
SUBJECT: Bus Shelter Progress Report

This memorandum provides a formal update regarding an agenda item titled, "Citywide Bus Shelter and Bench Program" that was discussed at the May 21, 2013 City Council meeting. At that meeting, staff presented a report outlining a potential partnership with MTS to remove, replace and maintain the bus shelters throughout the City. At the May 20, 2014 City Council meeting, staff provided a brief update regarding the MTS partnership and a recommendation to include TDA funds in the Fiscal Year 2014-15 budget for bus shelter replacements initiated by the City.

Efforts in the Past Year

Since May 2013, staff has held multiple discussions with MTS regarding its eight bus shelter installation and maintenance program. Specifically, staff has inquired about the level of interest and the timing of a potential MTS partnership with the City for the replacement of and selling of advertisements at Lemon Grove bus shelters.

Most recently on March 11, 2014, staff was informed by MTS that Clear Channel has a low interest in expanding into Lemon Grove because there is not a sufficient return on its upfront investment. However, MTS informed City staff that it could encourage Clear Channel to include the additional eight shelters with a replacement timeline that would include one or two bus shelter installation every year, beginning in 2015. Based on that timeline, it may take four to eight years, beginning in 2015, to replace all eight bus shelters in Lemon Grove.

Anticipating that the structural integrity of the existing bus shelters would not be able to endure that amount of time, staff proposed a cost share to MTS up to 50 percent of the construction cost (approximately \$60,000 of TDA funds) to expedite the replacement of all eight shelters. As of the date of this memorandum, no response has been received from MTS.

Recommendation

Based on MTS replacement schedule over four to eight years and because of the potential liability on the City because of this delayed project, staff recommended through the budget process that the City initiate the replacement of bus shelter. Staff also recommends that the shelters do not include advertisement space.

Staff plans to present a request for bids for City Council approval no later than September 2014. Staff envisions that the request for bids will require vendors to provide different bus shelter options for the City Council's ultimate decision. Attached is a map showing where the current bus shelters are located within the City.

Please let me know if you have any additional questions about this project.

Attachment C

Citywide Map with Locations of Bus Shelters



- A – 7785 Broadway Avenue
- B – 7770 Broadway Avenue
- C – 7458 Broadway Avenue
- D – 7209 Broadway Avenue
- E – 7180 Broadway Avenue
- F – 7090 Broadway Avenue
- G – 7081 Broadway Avenue
- H – 3200 block of College Avenue (north of Federal Blvd)

Attachment D

Invitation for Bid
IFB No. 12-02

SECTION 4: SPECIAL PROVISIONS

SP 1. Authorization to Use the Local Government Purchasing Schedule

The use of this Bid shall be restricted to members in good standing of CalACT whose transit operations and physical location are geographically located within the State of California. These members are to be publicly funded transit agencies, city transit systems, other governmental agencies or non-profit organizations performing governmental services.

SP 2. Assignability

MBTA reserves the right to assign the ability to use the Bid to any other grantees of FTA funds in accordance with FTA Circular 4220.1F or successor circulars. These grantees shall be members of CalACT and be geographically located within the State of California. A letter of Assignment shall be issued by either MBTA or by CalACT acting for MBTA under the terms of their Cooperative Purchasing Agreement. MBTA reserves the right to withhold assignments at its unilateral discretion. Each Assignment shall be valid for a one-year period. All shelters ordered under that Assignment shall be delivered and accepted within that one-year period.

SP 3. Period of Performance

The period of performance shall be three (3) years. There will be no extensions or option years.

SP 4. Procurement Fee

A procurement fee of 2.5% of total pre-tax price per shelter shall be paid to the Cooperative by the Contractor each month based on activity on this contract. This fee shall be shown as a separate line item on the invoice to the Assignee ordering the shelters. It shall be payable to the Cooperative within thirty (30) days of delivery to agencies. The Contractor shall also supply monthly activity reports showing all orders and payments to the Cooperative. This activity may be audited. The Cooperative may charge interest for late payment if payment is delayed more than ten (10) days after the payment Due Date set forth above. Interest will be charged at a rate of 10% of the procurement fee that is due.

Under the provisions of SP 2, Assignability, the MBTA may choose to assign shelters directly to agencies. These agencies may or may not be located within the political subdivisions comprising the MBTA's joint powers authority. For agencies located within the political subdivisions comprising the MBTA's joint powers authority, MBTA reserves the right to waive the procurement fees.

Failure to report shall also be seen as failure to perform the contract and may lead to corrective action up to and including Termination for Default.

SP 5. Pricing

SP 5.1 Price Protection

Contractor agrees all the Prices, terms, warranties, and benefits provided in this Contract are comparable to or better than the terms presently being offered by Contractor to any other

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LEMON GROVE SANITATION DISTRICT

DISTRICT BOARD STAFF REPORT

Item No. 3.
Meeting Date: January 18, 2022
Submitted to: Honorable Chair and Members of the District Board
Department: Public Works Department
Staff Contact: Mike James, Assistant City Manager / Public Works Director
mjames@lemongrove.ca.gov
Mike Stauffer, Senior Management Analyst
mstauffer@lemongrove.ca.gov

Item Title: **Award an Agreement with Rick Engineering Company to Design the Fiscal Year 2020-2021 and Fiscal Year 2021-2022 Sewer Replacement and Maintenance Project (Contract No. 2021-24)**

Recommended Action: Adopt a resolution (**Attachment A**) awarding an agreement with Rick Engineering Company to design the Fiscal Year 2020-2021 and Fiscal Year 2021-2022 Sewer Replacement and Maintenance Project (Contract No. 2021-24).

Summary: The City's Five-Year Capital Improvement Program (CIP) identifies street, sanitation, traffic, drainage, parks and facilities projects for design and/or construction each year. In line with that program, District staff focuses its resources to accomplish each project as listed in the CIP. This current fiscal year, one project was identified to consolidate two years of sanitation district sewer rehabilitation which is called the Fiscal Year 2020-2021 and Fiscal Year 2021-2022 Sewer Rehabilitation and Maintenance Project. District staff advertised a request for proposals with the District's short list of pre-qualified firms and concluded that Rick Engineering Company was the most qualified and best firm to design and oversee the construction of this project moving forward. The staff report will further describe the details about the project, the selection process, and concludes with staff's recommendation to award a professional services agreement to Rick Engineering Company (Rick Engineering).

Discussion: The Fiscal Year 2020-2021 and Fiscal Year 2021-2022 Sewer Rehabilitation and Maintenance Project (Project) was identified as a priority project in the 2017 Sanitary Sewer Master Plan to repair and/or replace because of the pipe age and accessibility to maintain. The project consists of eight (8) locations that are highlighted below:

1. CIP #2: Miscellaneous Manhole Repairs;
2. CIP #5: Mt. Vernon to Shirley Lane Lining;
3. CIP #8: Broadway South Repair;
4. CIP #11: Skyline at Mt. Vernon Repair;
5. CIP #13: Baldwin, Roy, Kempf Repair;
6. CIP #25: Cinderella Place Replacement;
7. CIP #26: Taft Street Replacement; and
8. CIP #27: Mt. Vernon St. Replacement.

This project will include developing engineering plans, design specifications and cost estimates (PS&E) and related construction documents. The scope of work also requested bid and construction support.

Consultant Selection Process: On October 26, 2021, the District advertised a request for proposals (RFP) to its short list of three pre-qualified firms to assist the City/District with services and/or support of the Five Year Capital Improvement Program. On November 10, 2021, two firms submitted proposals in response to the RFP. Those two firms were Dokken Engineering and Rick Engineering Company (Rick Engineering). The third firm notified the District that it would not be able to provide a proposal due to timing and workload.

The RFP included criteria that the selection committee used to evaluate each proposal. That criteria included: proposal conforms to format/key issues discussed, project manager/team member capabilities, ability to meet project deadlines, scope of work and budget. The final average scoring summary that the selection committee agreed upon is shown in the table below:

Consultant	Criteria					Total
	Format	Team	Deadlines	Scope	Cost	
Rick Engineering Company	14.5	25.375	19	28.25	8.481	94.60655
Dokken Engineering	14	22.125	19.5	26.25	9	90.875

While the final scoring average was close between the two firms, staff concluded that Rick Engineering’s preexisting District knowledge and experience of the project team as it related to sewer projects in the County made Rick Engineering a more responsive firm to work on project.

Recommendation: The selection committee concluded that the best consultant team to perform the scope of work based upon the above listed criteria was Rick Engineering. Rick Engineering has worked with the District on past projects and demonstrated that it has the experience and technical competence to perform the work that the District is asking for now. Additionally, the proposed methodology to complete the work involves a significant level of communication that staff feels very comfortable working with the project team to address the specific needs at each of the eight locations.

The selection committee also reviewed the cost estimate that was included with each responsive proposal. It believes the cost estimate submitted by Rick Engineering of \$331,949 is reasonable. Further, the cost estimate equals ~15% of the estimated construction cost estimate of \$2.1 million, which is within industry standards. Staff created the following table to show a project cost estimate to perform all work associated with this project for the Board’s consideration.

Cost Description	Amount
Based Scope of Work	\$331,949
Additive/Alternate Work	\$176,745
Sub-Total	\$508,694
Contingency (5%)	\$25,306
Project Total	\$534,000

As with most project work that involves the District sewer system, there are sewer main lines that exist in private property. In these instances, staff will always attempt to design the lines out of private property into public right-of-way if reasonable. But, in most instances that is not feasible and therefore the ongoing maintenance and repair of the line has to be performed where the line exists. It is important to note in the project cost estimate (shown above) there is an added line-item titled additive/alternative work that is proposed by Rick Engineering. That work is summarized below.

- *Task 2.1 Additive Alternative – Pre-Construction Corner Records*
Prepare and process up to twenty-eight (28) pre-construction corner records for monuments that occur within sewer improvement limit of work or construction area per Section 8771 of the Professional Land Surveyor's Act.
TOTAL: \$54,000
- *Task 2.1 (c) Additive Alternative – Additional Boundary Survey/Right-of-Way*
Prepare boundary survey, partial boundary survey, and/or computed right-of-way for CIP projects in which the sewer improvement limit of work crosses property or right-of-way lines, occurs on private property, and/or whose property (based on available GIS records). From review of proposed locations boundary survey, partial boundary survey, or computed right-of-way is presumed required for CIP-5, 8, 25, and CIP-2b, 2c, 2d, 2j and 2k. The District shall provide Title Reports.

- » CIP-5 Partial Boundary survey/ROW: \$17,580
- » CIP-8 Partial boundary survey/ROW: \$7,260
- » CIP-13: Provided in base scope
- » CIP-25: Partial Boundary survey/ROW: \$6,080
- » CIP-2b: Right-of-way/Caltrans: \$6,060
- » CIP-2c: Partial Boundary survey: \$5,520
- » CIP-2d: Right-of-way/Caltrans: \$5,000
- » CIP-2g: Provided in base scope
- » CIP-2j : Partial Boundary/ROW: \$6,080
- » CIP-2k: Partial Boundary/ROW: \$6,080
- » CIP-2l: Provided in base scope

TOTAL: \$65,195

- *Task 2.5 Additive/Alternative - Legal descriptions and Exhibits*

From preliminary GIS research, it is anticipated that Sewer Project CIP-13 may have up to six (6) potential properties that contain existing public sewer but may not have an existing sewer easement. Similarly, according to available GIS data, CIP-2 (locations 2g and 2l) identify existing public manholes located on private properties, up to 5 potential properties, without existing sewer easements in place to allow for District maintenance access. Prepare sewer easement plats and legal descriptions for up to eleven (11) assumed affected properties, at a cost of \$1,750 per legal and plat (up to \$19,250).

TOTAL: \$19,250

- *Task 3.7 Additive/Alternative Miscellaneous Environmental*

Compliance with applicable environmental regulations will be a requirement of the project regardless of the anticipated NOE. Due to the presence of trees, shrubs, and other potential bird nesting habitat, Helix Environmental Planning (a subconsultant to Rick Engineering) has included this optional task to assist the City with compliance with the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code (CFG Code). If the planned replacement and maintenance activities must occur during the general bird nesting season (February 1st to August 31st) and would require removal or other disturbance to bird nesting habitat, pre-activity nesting bird surveys would be recommended to help ensure compliance with the MBTA and CFG Code. This optional task includes up to three (3) pre-activity nesting bird surveys and brief memoranda to document compliance. If additional surveys, documentation, or other services are requested by the City, those service could be provided under a contract amendment.

TOTAL: \$5,900

- *Task 4.2.2 Additive/Alternative Traffic Control*

Provide data collection and prepare separate Traffic Control Plan sheets for the proposed improvements to be submitted and review with the Sewer CIP Improvement Plans for review. The following provides the anticipated sheets and stages for each CIP project:

- » CIP-2h West Street north of Broadway. One (1) sheet for one (1) stage is anticipated.
- » CIP-2i North Avenue at Buena Vista Avenue. One (1) sheet for one (1) stage is anticipated.

- » CIP-2k Washington Street at Iderdell Lane. One (1) sheet for one (1) stage is anticipated.
- » CIP-5 Mount Vernon Street and Madera Street. One (1) sheet for one (1) stage (Mount Vernon Street) is anticipated. One (1) sheet for one (1) stage (Madera Street) is anticipated.
- » CIP-8 Broadway in the vicinity of Buena Vista Avenue. Three (3) sheets for six (6) stages of work are anticipated.
- » CIP-11 along Mount Vernon Street and Skyline Drive in the vicinity of project. Seven (7) sheets for six (6) stages are anticipated.
- » CIP-13 Kempf Street in the vicinity of Roy Street. Two (2) sheets for two (2) stages are anticipated.

TOTAL: \$32,400

Staff believes that the total project cost estimate of \$534,000 is very conservative and will likely not all be needed to complete this project design. However, it is important to plan for a base design project as well as include all conceivable additive/alternative work items that may be encountered. By identifying the work items now, it will allow District and Rick Engineering staff to maintain a consistent and steady workflow to complete design of the project as soon as possible. If approved, staff envisions that the design work will begin in February 2022 and will be completed in Summer 2022, with the construction bid advertisement following shortly thereafter. The bid advertisement, contractor selection, contract award and construction will continue through Winter of 2023.

Environmental Review:

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

Fiscal Impact: \$300,000 was programmed in current fiscal year budget Account Number 16-00-00-7264. If the full project cost estimate is approved, staff requests that the District Board allocate an additional \$234,000 from the undesignated balance of the Sanitation District Operations Fund to fund the project design costs.

Staff Recommendation: Adopt a resolution (**Attachment A**) awarding an agreement with Rick Engineering Company to design the Fiscal Year 2020-2021 and Fiscal Year 2021-2022 Sewer Replacement and Maintenance Project (Contract No. 2021-24).

Attachments:

- Attachment A** – Resolution
- Attachment B** – Professional Services Agreement

RESOLUTION NO. 2022 -

**A RESOLUTION OF THE DISTRICT BOARD OF THE LEMON GROVE
SANITATION DISTRICT, AWARDING AN AGREEMENT WITH RICK
ENGINEERING COMPANY TO DESIGN THE FISCAL YEAR 2020-2021 AND
FISCAL YEAR 2021-2022 SEWER REHABILITATION AND MAINTENANCE
PROJECT (CONTRACT NO. 2021-24)**

WHEREAS, the District Board plans and budgets its annual capital improvement project list based on the Five-Year Capital Improvement Program (CIP) that was approved with the Fiscal Year 2021-2022 Consolidate Budget document; and

WHEREAS, District staff focuses its resources on designing and constructing the next programmed projects that are listed in the CIP; and

WHEREAS, based on the District Sanitary Sewer Master Plan Update and the CIP, the District anticipates several projects that are required to continue operating and maintaining the Districts Sanitary Sewer System; and

WHEREAS, the District relies on the expertise of a professional engineering consulting firm that possesses expertise to design and provide construction support for this type of sewer project; and

WHEREAS, the District solicited requests for proposals to design a two year sewer rehabilitation and maintenance project and on November 10, 2021 two proposals were received; and

WHEREAS, District staff evaluated the proposals and determined Rick Engineering Company was the best-suited professional engineering consulting firm to complete this project; and

WHEREAS, the District Board finds it in the public interest to approve a professional services agreement Rick Engineering Company and a project budget not to exceed \$534,000. |

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

1. Approves a professional services agreement (Exhibit 1) with Rick Engineering Company design the Fiscal Year 2020-2021 and Fiscal Year 2021-2022 Sewer Rehabilitation and Maintenance Project (Contract No. 2021-24); and
2. Establishes a project budget not to exceed five hundred thirty-four thousand dollars and zero cents (\$534,000.00); and
3. Transfers \$234,000 from the undesignated balance in Fund 15 Sanitation District – Operating Budget to Fund 16 Sanitation District – Capital Account No. 16-00-00-7264 for the Fiscal Year 2020-2021 and Fiscal Year 2021-2022 Sewer Rehabilitation and Maintenance Project (Design) to fund the estimated project budget; and
4. Authorizes the Executive Director or her designee to execute the agreement and manage all project correspondence.

PASSED AND ADOPTED on January 18, 2022, the District Board of the Lemon Grove Sanitation District of Lemon Grove, California, adopted Resolution No. 2022-_____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Board Chair

Attest:

Audrey Malone, District Clerk

Approved as to Form:

Kristen Steinke, District Attorney

**AGREEMENT
BY AND BETWEEN
THE LEMON GROVE SANITATION DISTRICT
AND
RICK ENGINEERING COMPANY**

THIS AGREEMENT is entered into this ___ day of January, 2022 by and between the LEMON GROVE SANITATION DISTRICT, a municipal corporation (the "DISTRICT"), and RICK ENGINEERING COMPANY, a professional engineering firm (the "CONSULTANT").

R E C I T A L S

WHEREAS, the DISTRICT desires to employ a CONSULTANT to provide professional engineering design services for the Fiscal Year 2020-2021 and Fiscal Year 2021-2022 Sewer Replacement and Maintenance Project (Contract No. #2021-24) for the Lemon Grove Sanitation District. The CONSULTANT will provide project coordination, research, design, construction and bid support, and public outreach.

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

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

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

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

2. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit "A".

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

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

CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

3. **PROJECT COORDINATION AND SUPERVISION.** The Senior Management Analyst in the Public Works Department is hereby designated as the Project Coordinator for the DISTRICT and will monitor the progress and execution of this Agreement. Rebecca Morris, PE, shall be the Project Manager to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT.

4. **COMPENSATION AND PAYMENT.** Compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates listed in Exhibit "A", hours worked and also materials, if any. The base cost for all work described in Exhibit "A" shall not exceed three hundred thirty-one thousand nine hundred forty-nine dollars and zero cents (\$331,949.00) without prior written authorization from the Executive Director. The total project budget shall not exceed five hundred thirty-four thousand and zero cents (\$534,000.00).

Cost Description	Amount
Based Scope of Work	\$331,949
Additive/Alternate Work	\$176,745
Sub-Total	\$508,694
Contingency (5%)	\$25,306
Project Total	\$534,000

Any amount greater than the total project budget is not authorized without approval by the District Board. 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 DISTRICT.

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

5. **LENGTH OF AGREEMENT.** The start date of this agreement is effective upon execution by the DISTRICT and will expire in one (1) year. The agreement may be extended, by the District Manager or her designee, for no more than an additional twelve (12) months not to exceed a total agreement period of two (2) years.

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

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

The CONSULTANT agrees that the DISTRICT may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium or method utilize the CONSULTANT's written work product for the DISTRICT's purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

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

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

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

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

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

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

11. **STANDARD OF CARE.**

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

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

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the DISTRICT, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the DISTRICT otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the DISTRICT are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-paragraph will render the CONSULTANT liable to the

DISTRICT for any increased costs that result from the DISTRICT's later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

12. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to 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 CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the DISTRICT setting forth the provisions of this non-discrimination clause.

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

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

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

14. **INDEMNIFICATION AND HOLD HARMLESS.** The CONSULTANT shall indemnify, defend, and hold harmless the DISTRICT, and its officers, officials, agents and employees from any and all claims, demands, costs or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subCONSULTANTS in the performance of

services under this Agreement. CONSULTANT's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the DISTRICT or its elected officials, officers, agents, and employees. CONSULTANT's indemnification obligations shall not be limited by the insurance provisions of this Agreement. The DISTRICT AND CONSULTANT expressly agree that any payment, attorney's fees, costs or expense DISTRICT incurs or makes to or on behalf of an injured employee under the DISTRICT '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. **WORKERS' COMPENSATION.** The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar state or Federal acts or laws applicable; and shall indemnify, and hold harmless the DISTRICT 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 DISTRICT or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

16. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its subCONSULTANTS, when applicable, to purchase and maintain throughout the term of this agreement, the following insurance policies:

A. If checked, Professional Liability Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.

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

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

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

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

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

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

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

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

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

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

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

18. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by 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.

19. **TERMINATION.** A. This Agreement may be terminated with or without cause by the DISTRICT. Termination without cause shall be effective only upon

30-day's written notice to the CONSULTANT. During said 30-day period the CONSULTANT shall perform all services in accordance with this Agreement. The CONSULTANT may terminate this agreement upon thirty (30) days prior notice in the event of a continuing and material breach by the District of its obligations under this Agreement including but not limited to payment of invoices.

B. This Agreement may also be terminated immediately by the DISTRICT for cause in the event of a material breach of this Agreement that is not cured to the District's satisfaction within a ten (10) day prior cure period, or material misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the DISTRICT.

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

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

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

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

To the DISTRICT: Senior Management Analyst

Lemon Grove Sanitation District
3232 Main Street
Lemon Grove, CA 91945-1701

To the CONSULTANT: Rick Engineering Company
San Diego, CA

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

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

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

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

22. **MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

LEMON GROVE SANITATION DISTRICT

RICK ENGINEERING COMPANY

(Corporation—signatures of 2 corporate officers)

(Partnership – one signature)

(Sole proprietorship – one signature)

By: _____
Lydia Romero
Executive Director

By: _____
(Name)

(Title)

APPROVED AS TO FORM:

Kristen Steinke
District Attorney

By: _____
(Name)

(Title)

Exhibit "A"
PROPOSAL, SCOPE OF SERVICES, AND FEE SCHEDULE

NOVEMBER 18, 2021
JANUARY 5, 2022



Proposal to Provide
**PROFESSIONAL ENGINEERING DESIGN SERVICES
FOR THE FY2020/2021 AND FY2021/2022 SEWER
REPLACEMENT AND MAINTENANCE PROJECT**



RICK
ENGINEERING COMPANY
5620 FRIARS ROAD
SAN DIEGO, CA 92110
(619) 291-0707
RICKENGINEERING.COM

1 COVER LETTER

November 18, 2021

Lemon Grove Sanitation District
ATTN: Michael Stauffer, Senior Management Analyst
3232 Main Street,
Lemon Grove, CA 91945



RE: Professional Design services for FY 2020/2021 and FY 2021/2022 Sewer Replacement and Maintenance Project

Dear Michael,

RICK Engineering Company (RICK) is integrally familiar with the City of Lemon Grove, the Sanitation District, and its CIP goals. RICK has the resources, knowledge, and experience to successfully complete the requested CIP projects and meet both schedule and budget requirements. RICK has assembled a comprehensive, multi-disciplined team well qualified to design, manage, and deliver the Sewer CIP project that align with the City's Sanitary Sewer Master Plan and CIP requirements. We will leverage our technical knowledge, project understanding, and familiarity with the City to achieve successful project delivery.

In this proposal package, the RICK Team will demonstrate its relevant technical experience, extensive local knowledge and expertise, proven project delivery best practices, and responsiveness. Key benefits of the RICK Team include:

- » **Over 30 years of CIP Project delivery, CIP management and contract experience, and related Lemon Grove-area work**
- » **Long-tenured project Team offering commitment and continuity**
- » **Extensive knowledge of the City, related agencies', and stakeholders' standards, processes, and requirements**
- » **Direct experience delivering the design and construction of the FY 2017/2018 Sewer CIP Project**
- » **Established, successful relationships with subconsultant partners**
- » **Comprehensive Team services that respond to all Scope of Work elements**

We have organized our submittal in compliance with the requirements listed in the Request for Proposal (RFP).

We look forward to continuing our professional relationship- built over the last several years- by providing continued Engineering services to the City. Our ongoing and past City experience affords us a truly unique perspective and understanding that will translate well to meeting the Sewer CIP project needs and goals. As Principal-in-Charge, I am responsible for the overall project and will support the dedicated Project Manager, **Rebecca Morris**, for the duration of the project. We are available to answer questions regarding this proposal, especially potential scope of work requirements, and can be reached at **(619) 291-0707** or via email at **tgabrielson@rickengineering.com** or **rmorris@rickengineering.com**.

Thank you for your consideration.

Sincerely,

Rick Engineering Company

Tim Gabrielson, PE, LEED AP
Principal-in-Charge

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5620 Friars Road • San Diego, California 92110-2596 • (619) 291-0707 • www.rickengineering.com

SAN DIEGO RIVERSIDE ORANGE SACRAMENTO SAN LUIS OBISPO LAS VEGAS DENVER PHOENIX TUCSON



CITY OF LEMON GROVE | ENGINEERING DESIGN SERVICES/SEWER REPLACEMENT & MAINT. PROJECT

2

2 OVERVIEW

The following proposal is a response to the REQUEST FOR PROPOSALS FOR: Professional Engineering Design Services for the for the FY2020/2021 and FY2021/2022 Sewer Replacement and Maintenance Project, as a part of the City of Lemon Grove On-call Contract (2021).

As an overview this proposal includes the following sections to demonstrate the RICK Team's understanding of the contract's most important elements:



City of Lemon Grove Signals & Plan Check

EXPERIENCE & TECHNICAL COMPETENCE

The entire RICK Team has a long history of successfully working with the City of Lemon Grove and managing City of Lemon Grove CIP projects. Our team is responsive, flexible, creative, and focused on quality and cost effectiveness of the design and finished as-built product.

Three of RICK's qualifying projects demonstrating experience and technical competence include (and can be viewed as detailed project sheets in Section 3 of this proposal):

- » **FY 2017/2018 CIP Sewer Rehabilitation Project**
- » **Pacific Beach Pipeline, City of San Diego**
- » **Campo Road Sewer Main Replacement**

Additionally, RICK Team member, Dexter Wilson Engineering researched and authored the adopted Lemon Grove Sanitary Sewer Master Plan, Lemon Grove Sanitation District (dated August 31, 2017), for which these Sewer CIP Projects were identified. This gives our Team a unique familiarity with the City's overall layout and condition of its sewer infrastructure. This experience along with hundreds of other successful projects will be utilized for this contract.

PROPOSED METHOD TO COMPLETE THE WORK

A detailed description of the RICK Team's proposed method to complete the work is detailed in Section 4 of this proposal. As an outline, we feel that the following defines the basis for performing the tasks for a successful project. Starting with creating **a great team and obtaining a detailed understanding the scope**.

The **kick-off meeting and pre-project coordination** is essential in aligning the District's project goals to the goals of the design team. This early coordination will establish protocols and expectations for the over-all project.

Thorough **Field Investigations and Research** is very important to create a comprehensive topographic base which will aid in an accurate depiction of the project and define additional or unanticipated project impacts. Additionally, **Environmental and Geotechnical Research** and evaluation will lead the design team to determine other potential permitting requirements or other important design considerations, such as access or easement requirements.

A 30% Conceptual Design & District Check-in is an essential communication milestone. At this communication stage, exhibits defining the scope of work, and estimates of the overall project cost aid the team and District in confirming and/or modifying scope of work prior to advancing into the final engineering and construction documents phase (PS&E).

Regular District coordination meetings during **60%, 90%, 100% PS&E** are critical to maintain project alignment and obtain concurrence on the resolution of reviewer comments throughout the plan check process. Phased, vetted advancement of construction drawings, specifications, and estimates lead to a quality and concise 100% Contract Document bid package.

The RICK Team will provide support to the District during **Bidding and Construction Phases** assisting in bid package preparation, responses to bid inquiries, review of contractor bids, make award recommendations, and provide construction support.

RICK's **Management Approach**, structured around **Communication and Planning** will aid in maintaining projected schedule and budget. An established **Quality Assurance/Quality Control Program** and manuals, management, and peer review processes are key to the development of quality deliverables and a complete as-built product.

KNOWLEDGE AND UNDERSTANDING OF THE PROJECT AND LOCAL REQUIREMENTS

The RICK Team has developed a solid **Knowledge and Understanding of the Project** based on (a) information provided in the Request for Proposal (RFP), (b) Lemon Grove Sanitation District Master Plan (dated August 31, 2017), (c) preliminary research of each CIP location including available online imagery and available GIS data, and (d) a learned knowledge of existing infrastructure from working on other CIP projects within the City of Lemon Grove. A more detailed description of CIP Sewer projects is defined in Section 5, and Section 7 Scope of Work² of the proposal.

The RICK Team has many years of experience with the City of Lemon Grove and a thorough understanding of City of Lemon Grove as well as other **Local Government Requirements**. In particular, is our direct relationship and familiarity with CALTRANS, which will help facilitate project encroachment permitting. The RICK Team's familiarity with these agencies, their submittal requirements, and typical processing durations allow us to streamline and navigate these processes without impacts to budget or schedule.

PROJECT TEAM PERSONNEL AND KEY PERSONNEL

The strongest asset of our RICK Team is the key personnel that we have assigned to this project. We are proud to provide the Sanitation District with a team of industry-leading experts who have many years of relevant experience and have worked together as a cohesive team on several projects in the San Diego Region. On any given project, all the individuals on our team bring their own experiences, perspectives, ideas, and unique points-of-view developed in the specific fields in which they practice.

The entire team, proposed by RICK, is committed to the time and effort needed to produce a quality project that meets the needs and goals of the City. The key personnel listed in the organizational chart have an experienced support staff engineers, designers, and surveyors available for the proposed project. Please find detailed Project Team Organization chart, key personnel information, and resumes in Section 6 of this proposal.



Lemon Grove Avenue Realignment

SCOPE OF WORK AND FEE

The scope of work found in Section 7 of this proposal details the specifics of work to be performed and product deliverables to be provided within each Task Order as defined by the RFP. Additive/Alternatives for scope not specifically identified in the RFP have been included at the end of the Scope of Work section for District review and consideration. The scope of work and fee requires discussion and clarification for potential cost savings. We look forward to discussing with district staff.

A Fee table, structured to match the Task Orders requested in the RFP follows the Scope of Work in Section 7. Hourly rates, direct costs, and subconsultant proposal

3 EXPERIENCE AND TECHNICAL COMPETENCE

RICK has decades of experience improving, rehabilitating and installing new sewer pipeline infrastructure throughout the region. Our team brings relevant experience and technical competence, depth of local resources, a history of other successful capital improvement projects, a seasoned Project Manager and team experienced with the City of Lemon Grove and many other local municipalities and agencies. The entire RICK Team has a long been successfully designing and managing local and regional public contracts and is well versed in the nuances associated with the management and fulfillment of task order assignments. Our team is responsive, flexible, creative, and focused on quality and cost effectiveness of the design and finished as-built product.

Three of RICK's qualifying projects demonstrating experience and technical competence include:

- **FY 2017/2018 CIP Sewer Rehabilitation Project**
- **Pacific Beach Pipeline, City of San Diego**



» **Campo Road Sewer Main Replacement**

Detailed project sheets follow this section.

Additionally, RICK Team and Dexter Wilson Engineering, researched and authored the adopted

» **Lemon Grove Sanitary Sewer Master Plan, Lemon Grove Sanitation District (dated August 31, 2017) prepared for: Lemon Grove Sanitation District**

Through work on prior District projects, an on-going relationship with the City of Lemon Grove and Sanitation District, RICK Engineering and Dexter Wilson have a widespread and deep understanding of the City of Lemon Grove area, its sewer, as well as other infrastructure. We can quickly identify proposed Sewer CIP project impacts on adjacent infrastructure and through existing relationships, and easily coordinate with outside jurisdictions and agencies.

The RICK Team's experience working on sewer and other CIP projects begins with competence and knowledge to perform thorough initial site work. The importance of an accurate, field confirmed topographic base is crucial to understanding the scope of the project and potential unanticipated project impacts. Based on this site work, the RICK Team is able to identify the need for additional environmental and geotechnical investigations, outside agency processing (ie. Caltrans, USACE), the need to implement special traffic control measures, or best management practices (BMPs).

The RICK Team has significant experience preparing and processing application packages through outside agencies such as Helix, SDGE, and Caltrans, and preparing Categorical Exemptions to CEQA, will be expected during this project.

The RICK team has broad experience and technical abilities needed to prepare comprehensive sewer plans, and specifications. Our catalogue of sewer CIP experience includes sewer replacements, linings, as well as detailing manhole channelization(s), manhole modifications, repairs, and replacements. In our experience construction documents should be detailed, and clear. Plans, specifications, and estimates should use corresponding technical language making it easy to cross-reference plans to specifications to estimates and bid lists.

The RICK Team has in-the-field experience to competently coordinate and efficiently respond to the Sanitation District for bid documents and the sewer contractors on construction RFIs, review material submittals. The RICK Team can evaluate encountered in-field issues, and offer cost-effective solutions to District and Contractor.

The following matrix identifies RICK's Disciplines of Interest for the City on-call contract. Our SOQ provides qualifications for ALL DISCIPLINES requested by the City. The matrix also identifies the roles for RICK and our subconsultant partner firms.

FIRM & LOCATION	TECHNICAL COMPETENCE
Rick Engineering Company (RICK) San Diego, CA	Civil Engineering, Design & Engineering (Storm Water Quality Management Plans), WPCP's, Graphic Information Systems (GIS), Landscape Architecture, Traffic Engineering, Water Resources Engineering, Surveying & Mapping, Construction Support
Dexter Wilson Engineering, Inc. (Dexter Wilson) Carlsbad, CA	Sanitation Studies, Sewer Rehabilitation
Helix Environmental Planning (Helix) La Mesa, CA	Environmental, Design, & Engineering, CEQA/NEPA Compliance, Regulatory Permitting
Ninyo & Moore San Diego, CA	Geotechnical (includes Soils & Materials Testing)

EXPERIENCE AND WORK

RICK has been providing engineering services in the City of Lemon Grove for many years and in Southern California for over 66 years. Our experience includes decades as an engineering services provider for major agencies throughout the County, as well as, a broad range of local municipalities. Tim Gabrielson has been with RICK for 31 years and has been serving clients in Southern California throughout those years.

RICK has put together a team under Tim Gabrielson, PIC, with a wide variety of expertise and decades of experience throughout. Below is some relevant technical experience and overall experience as requested in the RFP. A selection of relevant contracts are highlighted in the section below:



PROJECT 1: CITY OF LEMON GROVE FY 2017-2018 SEWER CIP REHABILITATION PROJECT

RICK was the lead in the development, design, preparation of FY 2017/2018 Sewer CIP Improvements PS&E, and project management for approximately 2,000 LF of sewer main improvements at eight separate locations within the City of Lemon Grove.

RICK provided construction management services during construction of the project by responding to RFIs, reviewing material submittals, and attending construction meetings.

The project locations required the rehabilitation of sewer manholes, 210 LF of sewer main replacement, and 1300 LF of sewer main lining. In particular was the solutions to address sewer main rehabilitation in private property lots.

CLIENT

City of Lemon Grove

CLIENT CONTACT

Mike James
Director of Public Works
619.825.3814
3232 Main Street, Lemon Grove, CA 91945

CONSTRUCTION COST

Total Value: \$750K

KEY PERSONNEL

Rebecca Morris, PE
Project Manager/Engineer
619.291.0707

KEY COMPONENTS

- Work on Private Properties (within sewer easements)
- Assist District with Bid Documents
- Value Engineering
- Sewer Replacement, Lining and Rehabilitation





PROJECT 2: PACIFIC BEACH PIPELINE

Water/Sewer Pipeline Replacement Project

The Pacific Beach Pipeline South is a replacement project that includes 8.4 miles of 8-inch to 30-inch water distribution and transmission mains and approximately 2.4 miles of sewer gravity lines and force mains in the Mission Bay Park area and the Midway/Pacific Highway Corridor in San Diego, California.

RICK was retained by the City of San Diego to provide design and construction support services for this expansive pipeline project. The project includes four bridge crossings, three railroad crossings via trenchless construction methods, demolition of the existing Pacific Beach Reservoir, the upgrade and relocation of an existing pressure regulating station, road resurfacing, and bringing the existing pedestrian crossings up to current Americans with Disabilities Act standards. Services provided by RICK included a comprehensive system of data collection for existing underground utilities, surface improvements, pedestrian facilities, and right-of-way documentation. This information was used to prepare feasibility studies and preliminary and final construction documents for the pipeline replacement and all roadways and pedestrian facilities impacted by the project. The project also involved preparation of traffic control plans, construction phasing design, and Caltrans and MTS coordination/permitting.

Throughout the project, RICK worked closely with the City of San Diego's Public Utilities Department's Planning and Operations staff. The project also involved extensive coordination and collaboration of the traffic control plans with the Construction Management & Field Services Division traffic engineering staff.

CLIENT

City of San Diego

CLIENT CONTACT

Jeff Soriano
Project Manager
858.292.6336
202 C St., San Diego, CA
92101

CONSTRUCTION COST

Design: \$2.25 Million
Construction: \$33.75 Million
Total Value: \$36 Million

KEY PERSONNEL

Kevin Gibson, PE
Project Manager
619.291.0707

KEY COMPONENTS

- Pipeline Design
- Bridge Crossing
- Railroad Crossing
- Pressure Regulation Station Upgrade and Relocation
- ADA Upgrades
- Reservoir Demolition



PROJECT 3: CAMPO ROAD SEWER MAIN REPLACEMENT

Otay Water District County of San Diego

RICK provided civil engineering and construction support for the Campo Road Sewer Main Replacement, which consisted of approximately 9,225 linear feet of 10-inch dual use sewer with a new 15-inch gravity sewer main. The intent of the project is to remove the sewer from an environmentally sensitive area. The realignment moved most of the sewer into Caltrans right-of-way. RICK led coordination with Caltrans to obtain a longitudinal encroachment permit in SR-94. Design included two horizontal auger borings under SR-94 and open trench construction in the shoulder and travel way.

Construction documents prepared for this project included: pipeline, plan and profile, jacking pit and casing details, pavement restoration plan, demolition plans, opinion of probable cost, and technical specifications. Processing was coordinated with Otay Water District County of San Diego, San Diego County Water Authority, SDG&E and Caltrans.

CLIENT

Otay Water District

CLIENT CONTACT

Steve Bepler
619.670.2209
2554 Sweetwater Springs Blvd., Spring Valley, CA 91978

CONSTRUCTION COST

Total Value: \$3.5 Million

KEY PERSONNEL

Kevin Gibson, PE
Project Manager
619.291.0707

Tim Gabrielson, PE, LEED AP
QA/QC

KEY COMPONENTS

- Sewer Replacement
- Caltrans Encroachment Permit
- Design
- Technical Specifications
- Construction Support

4 PROPOSED METHOD TO ACCOMPLISH THE WORK

A GREAT TEAM AND UNDERSTANDING THE SCOPE

The RICK team was formed by selection of firms with long-term relationships built by completion of successful projects. Our well-functioning team has developed a thorough understanding of the project scope and constructive ideas of how to start, manage, and complete a job within a defined budget and schedule. It all starts with good communication and proactive project management.

KICKOFF/COMMUNICATION

Upon notice to proceed, the team will meet with the City of Lemon Grove Sanitation District and other agency staff. The purpose of the initial kick-off meeting is to align the project goals of the District to the goals of the Engineering design team. The District and design team will review the RFP for clarifications, discuss the research and field investigations tasks, identify any potential work not defined in RFP Task orders, and review the project schedule. Communication protocols and expectations for collaboration will also be established during the Project Kick-off Meeting.

FIELD INVESTIGATIONS AND RESEARCH

Engage survey crews, RICK Mapping departments to create a comprehensive topographic base file for each sewer CIP location, capable of identifying potential project impacts and unanticipated costs. The potential elimination of costly boundary surveying, and right-of-way computations may present a project savings if proposed sewer limits of work do not impact private parcel boundaries, and are not required to design or construct sewer on private property. Where not needed to provide an adequate design level base mapping, we will utilize GIS data and high-resolution aerial imagery to minimize design survey costs, and provide a larger and clearer picture of the nineteen (19) project sites. We will supplement topographic base files with as-built research information. A site walk and observations with District staff, property owners, public utilities, and other agencies will occur to visually field confirm all mapped existing facilities and infrastructure. We will discuss project impacts to adjacent public infrastructure, and private facilities.

ENVIRONMENTAL AND GEOTECHNICAL RESEARCH/INVESTIGATION

Based on the above research, recommendations from the Environmental and Geotechnical consultants, and direction from the District, the environmental and geotechnical team members will begin to investigate specific sewer CIP locations and deem appropriate (or not) if geotechnical borings, environmental studies, or biological surveys are needed.

30% CONCEPTUAL DESIGN & DISTRICT CHECK-IN

During this task provide conceptual engineering documents that can be used by the City to make key decisions, or support alternatives. A meeting with District staff to review and discuss the results of preliminary research, and field investigations will occur with the Civil and Environmental team members present for discussion. This will include:

- » Project impacts and conflicts with existing public and private facilities
- » Geotechnical investigation results and recommendations
- » Environmental/Biological Investigation results and potential for additional agency permitting (i.e. USACE)
- » Environmental clearance requirements
- » Other Agency permitting and schedules
- » Preliminary Cost Estimate
- » Recommendations to minimize impacts and overall construction costs
- » Easement requirements

Based on District direction, proceed or modify original scope of sewer CIP work and provide:

- » 30% conceptual drawings
- » Updated cost estimate

Once the iterative process of refining the scope of work is complete, obtain District confirmation to proceed with Construction Document phase of the project (60%, 90%, 100%).

60%, 90%, 100% PS&E

The PS&E phase of the project advances and refines the conceptual design drawings into a set of final engineering documents which includes construction drawings, specifications, and estimates. Plans and specifications package include all the necessary information to successfully bid and construct the project. Regular communication or meetings with the District at each PS&E submission are critical to maintain project alignment and obtain concurrence on the resolution of reviewer comments.

Through the RFP and the City of Lemon Grove Sanitation District's Sanitary Sewer Master Plan, the RICK team has identified three types of sewer improvement projects, and one easement deliverable associated with the PS&E phase of the project

PROJECT TYPE 'A'

Our stepped approach to producing PS&E for CIP-2, consisting of twelve isolated manhole projects includes:

- ❖ Identify type of improvement (ie. replacement, repairs or modification)
- ❖ Perform design field survey (w/ appropriate resident/owner notifications) and prepare base CADD file
- ❖ Review existing conditions for recommended additional Environmental and/or Geotechnical investigations (ie. biological surveys, groundwater borings)
- ❖ Review topographic base and proposed improvement impacts and identify outside agency or additional permitting requirements (ie. Caltrans, HWD, SDGE, USACE, Categorical Exemption)
- ❖ Identify public and private improvements requiring rehabilitation, restoration, or new construction to replace damaged or destroyed infrastructure, facilities, structures, landscaping, or other.
- ❖ Prepare a plan view and profile or cross-section view of the proposed manhole to demonstrate horizontal and vertical design features of the new manhole installation, manhole repair or modification and project impacts to immediate surroundings.

PROJECT TYPE 'B'

Our stepped approach to producing PS&E for CIP partial lining projects CIP-5 & 8 includes:

- ❖ Based on review of existing CCTV, new CCTV (if available) and Sanitation District direction, confirm the limits of CIP lining, as condition of pipe segments may have deteriorated since last investigated and reported on in the Sanitary Sewer Master Plan (2017) Project Summaries Table 6-5.
- ❖ Perform design field survey (w/ appropriate resident/owner notifications) and prepare base CADD file
- ❖ Utilizing standard Greenbook specifications, and supplemented by Wastewater subconsultant, prepare project specific CIP lining specifications, and details where needed.
- ❖ Prepare a plan and profile view the horizontal and vertical pipe to be lined.

PROJECT TYPE 'C'

Our stepped approach to producing PS&E for CIP Sewer Replacement projects CIP-5, 8, 11, 13, 25, 26, 27 includes:

- ❖ Perform design field survey (w/ appropriate resident/owner notifications) and prepare base CADD file
- ❖ Review existing conditions for additional Environmental and/or Geotechnical investigations (ie. biological surveys, groundwater borings)
- ❖ Review topographic base and proposed improvement impacts and identify outside agency or additional permitting requirements (ie. Caltrans, HWD, SDGE, USACE, CatEx)
- ❖ Identify public and private improvements requiring rehabilitation, restoration, or new construction to replace damaged or destroyed infrastructure, facilities, structures, landscaping, or other.
- ❖ Utilizing standard Greenbook specifications, and supplemented by Wastewater subconsultant, prepare project specific sewer specifications, and details where needed.
- ❖ Prepare a plan view and profile or cross-section view of sewer pipe replacements and manhole work demonstrating horizontal and vertical design features of the new pipe line installation, manhole repair or modification, and project impacts to immediate surroundings.

These plans for the Sewer Improvement types include demolition and erosion control plans. A required we will meet with City and/or Sanitation District at each submittal phase to confirm alignment of project goals between District and Design Team, to clarify and ensure the intent of District plan check comments are resolved efficiently.

The plans, specifications, and estimates will be prepared for each submittal phase 60%, 90%, and 100%.

PROJECT/EASEMENT TYPE 'D'

Our stepped approach to producing plat & legals for new sewer easements associated with properties impacted by sewer CIP projects.

- » Based on research and review of preliminary title reports (provided by the District) and/or Sanitation District direction, identify which project impacted parcels do not have existing sewer easements
- » Confirm with District scope and survey requirements prior to proceeding
- » Based on existing conditions, and proposed sewer design features make recommendations regarding sewer easement minimum widths, additional widths (for example : due to depth), and constraints (such as existing structures) limiting feasible public sewer easements.
- » Prepare Boundary Surveys for parcels with new easements
- » Prepare plat & legals for new proposed sewer easements

The District will be responsible to prepare sewer easement language and coordinate with property owners for acceptance, signatures, notarizations, and County recordation.

BIDDING AND CONSTRUCTION PHASES

RICK will provide support to the District for bid package preparation, responses to bid inquiries, review of contractor bids, make award recommendations, and provide construction support. Construction support includes construction meeting attendance reviews of project submittals, requests for information, conflict resolution, and payment requests.

MANAGEMENT APPROACH

Coordination and Open Communication between the City of Lemon Grove Sanitation District and the RICK Team is critical to the contract's success and will begin at the project onset. Our Contract Manager and Project Engineer, Rebecca Morris, PE, will serve as the primary contact for the District.

Rebecca will work with the assigned District Project Manager (PM) to ensure that in addition to scheduled meetings, there is regular dialogue with key staff and outside agencies, chair project team meetings, and facilitate coordination within the project consultant team. Be proactive for the project to inform the District of issues and/or their resolution.

PLANNING AND SCHEDULING

Detailed planning at the beginning of the project is essential to reduce risk, ensure quality, and maintain schedule and budget. RICK will formalize a Work Plan at the outset of the project that will include project scope tasks, budgets, and deliverables as well as the responsible parties for each item. Upon receiving the Notice to Proceed, the RICK Team will create a detailed schedule to organize the overall project tasks, budget and track actual versus scheduled work and costs. RICK will manage and monitor the schedule (including critical-path items), scope change and impact to project estimates. Regular communication and schedule updates will keep the district informed on the progress of the project.

QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

RICK maintains and practices Quality assurance/Quality control through a formal QA/QC program for all projects. The RICK QA/QC Program is comprehensive and based on proven practices and years of experience. This is facilitated by attention to the Company's Manual on Quality Control Standards, periodic quality control seminars, peer reviews, and staff performance reviews throughout the year.

These measures will be applied to the project at each task order and/or milestone and are critical to the development of a quality and concise bid package, and as-built product.



RICK's QA/QC Manual

5 KNOWLEDGE & UNDERSTANDING OF THE PROJECT & LOCAL GOVERNMENT REQUIREMENTS

KNOWLEDGE AND UNDERSTANDING OF THE PROJECT

The RICK Team's project knowledge and understanding of the project is based on information provided in the:

- » Request for Proposal (RFP) Professional Engineering Design Services for the FY 2020/2021 and FY 2021/2022
- » Lemon Grove Sanitation District Master Plan (dated August 31, 2017)
- » Preliminary research of each CIP location including available online imagery and available GIS data
- » History and knowledge of existing infrastructure from working on other CIP projects within the City of Lemon Grove

The RFP identifies CIP Projects CIP-2, 5, 8, 11, 13, 25, 26, 27 as the eight (8) CIP locations or projects to be included as a part of the overall CIP project. Scope of work and type of CIP Sewer Improvement is further defined in project summaries in Tables 6-4 and 6-5 of Lemon Grove Sanitation District Master Plan (dated August 31, 2017). The 2017 Project Summaries generally define a scope of work to line/replace sewer pipelines (CIP-5, 8, 11, 13, 25, 26, 27), and replace or repair manholes (CIP-2). It is assumed upon a Notice to Proceed, a 2021 updated review and investigation of each Sewer CIP location, as corroborated with field work, video, information, or direction provided the Sanitation District, may be necessary to confirm or modify sewer improvement work during the concept design phase.

LOCAL GOVERNMENT REQUIREMENTS

For RICK, San Diego is home. We have been headquartered here since our company's founding in 1955. The RICK Team has over 20 years of experience with the City of Lemon Grove and a thorough understanding of regulations, requirements, and standards. Through the team's participation in many projects over the years, we not only have a keen understanding of the City's physical assets, but we also appreciate the people, policies and procedures that influence the approval and implementation process for City projects. We have working relationships with City of Lemon Grove departments and Sanitation District and staff that can facilitate an efficient plan check process through project completion.

In addition to processing through City of Lemon Grove and the Sanitation District, preliminary research of each sewer CIP location indicates that other interagency reviews will be required. Sewer CIP limits of work are anticipated to fall within or directly adjacent to right-of-way and easements of the following local agencies: Caltrans, Helix Water District (HWD), SDGE, COX and ATT. The RICK Team's familiarity with these agencies, their submittal requirements, and typical processing durations allow us to streamline these processes without impacts to budget or schedule.



6 PROJECT TEAM ORGANIZATION AND KEY PERSONNEL

STAFF QUALIFICATIONS AND STAFFING PLAN

The strongest asset of our RICK Team is the key personnel that we have identified and assigned to this project. We are proud to provide the City with a team of industry-leading experts who have many years of relevant experience and have worked together as a cohesive team on a number of projects in the City of Lemon Grove and San Diego Region.

All of the individuals on our team bring their own experiences, perspectives, ideas, and unique points-of-view developed in the specific fields in which they practice.

We are acutely aware of the value and importance of providing close, individual attention to each project and to working within the constraints of time and budget. To assure optimum coordination and responsiveness, the project will be assigned to a team managed by a senior individual, who is then responsible for the project from inception to completion.

The entire team, proposed by RICK, is committed to the time and effort needed to produce a quality project to meet the needs and goals of the City. The key personnel listed in the organizational chart have an experienced support staff of engineers, designers, and surveyors available for the proposed project.

STAFF AVAILABILITY				
NAME/QUALIFICATIONS	FIRM	ROLES	MINIMUM AVAILABILITY	TASKS
Tim Gabrielson, PE, LEED AP *	RICK	Principal-In-Charge	40%	1.0, 2.0, 3.0, 4.0, 5.0, 6.0, 7.0
Rebecca Morris, PE *	RICK	Project Manager	80%	1.0, 2.0, 3.0, 4.0, 5.0, 6.0, 7.0
Mark Jugar, PE, TE, PTOE *	RICK	Traffic	25%	4.0
Jayne Janda-Timba, PE, * QSD/QSP, QISP, ToR	RICK	Water Resources	25%	3.0
Patricia Trauth, PLA, AICP, LEED AP *	RICK	Landscape Architecture	25%	3.0
Geff Dye, PLS *	RICK	Surveying/Mapping	25%	2.0
Pat McMichael, PLS *	RICK	Surveying/Mapping	25%	2.0, 4.0
Brian Laird, RLS *	RICK	Geographic Information System	25%	2.0
Natalie Frascetti, PE*	Dexter Wilson	Water/Wastewater	20%	1.0, 3.0, 4.0, 6.0
Jeffrey Kent, PE, GE*	Ninyo & Moore	Geotechnical	20%	3.0
Andrea Bitterling *	Helix	Environmental	50%	3.0

TEAM ORGANIZATION

A well-organized team, with a clear division of responsibilities is essential to successful delivery of any project. The organizational chart prepared below delineates the project tasks that each key team member will be responsible for and the reporting/communication structure within the team. Serving as the primary point-of-contact, our Principal-in-Charge, Tim Gabrielson, PE, LEED AP*, will have full responsibility for meeting this project's requirements, on time and within budget. All of the proposed staff below are RICK employees, unless otherwise noted. All staff are fully committed to the needs of this project and will not be removed or replaced from the project without written approval. Brief resumes for those individuals with an asterisk * are provided in the Attachment section of this proposal.





TIM GABRIELSON PE, LEED AP

Tim is a Principal at RICK, leading a Civil Design & Engineering Group, responsible for a broad range of planning, design and engineering projects. He has served as Principal-in-Charge and Project Manager for numerous municipal on-call contracts involving support of CIP and general engineering services. In addition, Tim has served in a Staff Augmentation role for the City of Lemon Grove, supporting the City's Development Services Director as the City Engineer. His assignments have involved numerous civil engineering tasks, including grading design, utilities, streets and roadways, as well as coordination of multi-disciplinary teams providing comprehensive services. Tim has broad experience in all facets of engineering support, from civil and traffic/transportation services to planning, needs assessment and asset management, water resources and environmental compliance, and specialty support services.

PROJECT ASSIGNMENT

Principal-in-Charge

EDUCATION

BS, Civil Engineering,
University of California,
Berkeley

YEARS OF EXPERIENCE

31

REGISTRATION

PE, CA No. 51503



Representative projects include:

City of Lemon Grove On-Call Engineering Services, Lemon Grove, CA: Tim served as City Engineer providing staff augmentation services to assist the City's Development Services Director. Responsibilities included entitlement reviews, preparing conditions of approval, plan/map checking and signing documents as the City Engineer. He directed the CIP program and improvement projects and provides sanitation district engineering services. Tim directed 20A underground projects, prepared city speed surveys, provided grant funded project deliveries, prepared a comprehensive sewer master plan, performed sewer rate case studies, and attended City Council presentations.

Civita Mixed-Use Community, San Diego, CA: Tim managed the development of a 230-acre aggregate quarry site, which was transformed into a dense mixed-use development. Work included preparing improvement and grading plans; infrastructure master planning; designing for the backbone water, recycled water, sewer, and storm drain systems; water resource and water quality (LID) engineering; hydromodification and detention basin modeling; traffic engineering; and subdivision mapping. Work included extensive transportation improvements to nearby city streets and a Caltrans interchange upgrade, an 18-inch trunk sewer upgrade, bridge widening, and a recycled water treatment facility.

City of La Mesa On-Call Engineering Services, La Mesa, CA: Tim provided engineering services to the City of La Mesa. Projects have included Glen Street Intersection Improvements, Violet Street School Safety Project, and University Avenue Median Water Quality project.

Chula Vista Bayfront Development, Chula Vista, CA: Tim provided QA/QC services for this preliminary engineering project for the development of the conceptual plan of the Chula Vista Bayfront Master Plan for the San Diego Unified Port District and the City of Chula Vista. This scope of work was for the initial infrastructure development of ~400 acres of the Sweetwater and Harbor Districts of the Master Plan and included; civil engineering, transportation engineering, traffic engineering, water resources engineering, water quality management, surveying, mapping, and photogrammetry services.





REBECCA MORRIS PE

Rebecca is a Principal Project Engineer at RICK with 15 years of civil, master development, roadway, utility engineering, and project management experience. Her broad base of experience allows her to contribute to a wide range of projects for both public and private clients. Rebecca's principal areas of practice include civil engineering for redevelopment, land development, public works improvements and private development, roadway planning and design, drainage design, hydrology, and mapping. Rebecca contributes to multi-disciplinary projects addressing such issues as utility design and coordination, grading and drainage plans, bid, and construction support. A broad base of she has in-depth understanding of multiple agency requirements and guidelines.

PROJECT ASSIGNMENT

Project Manager

EDUCATION

BS, Civil Engineering, San Diego State University

YEARS OF EXPERIENCE

15

REGISTRATION

PE, CA No. 73858



Representative projects include:

On-Call Civil Engineering Support and Plan Check Services As-Needed Civil Engineering Services for the City of Lemon Grove: Rebecca is providing staff augmentation as department engineer for the City of Lemon Grove. Duties include: plan check services for the City Planning Development, Engineering and Building Departments. Rebecca assists in the oversight of the City's CIP projects, bid and construction support, implementation of new processes and procedures, and responds to citizen complaints and code compliance issues.

On-Call Engineering Services, City of La Mesa, CA: Rebecca serves on the RICK on-call engineering team and has provided design, project management, bidding and construction support for the ongoing professional services with the City of La Mesa. Projects awarded include revitalization and street scape improvements, such as Violet Street School Safety Project, Glen Street Improvements, and the award-winning University Avenue Median Water Quality Project.

FY 2017-2018 Sewer CIP Rehabilitation Project, Lemon Grove, CA: Rebecca served as project engineer, and was involved in the design, project management and development of the PS&E for approximately 2,000 LF of sewer main improvements at eight separate locations within the City of Lemon Grove. Rebecca provided construction management services during construction of the project by responding to RFIs, reviewing material submittals, and attending construction meetings.

Valley Center Community Plan Update, Valley Center, CA: As a part of County of San Diego On-Call contract for Planning and Development Services, Rebecca is currently providing an assessment and report of the existing infrastructure for the Valley Center Community Plan Update. Research, analysis, and evaluation of Valley Center's fire protection services, water and sanitary sewer service, electricity and natural gas services, parks and recreation facilities, and schools is formalized into an Existing Infrastructure Study, and included in the Valley Center Community Plan Update package.

P-855, Basic Training Command at Naval Amphibious Base, Coronado, CA: Project included the design engineering, and ongoing construction management services for 116,500 square feet of new facilities, renovation of 153,500 square feet of existing facilities, and demolition of approximately 159,000 square feet of existing buildings. Site improvements included grading, drainage, storm water BMPs (bioretention basins), sidewalks and plazas, roadways, parking, loading docks, retaining walls. Utilities included domestic and fire protection water systems, storm and sanitary sewer system.





PROJECT ASSIGNMENT

Transportation Planning/
Traffic

EDUCATION

BS, Civil Engineering, San
Diego State University

YEARS OF EXPERIENCE

23

REGISTRATION

PE, CA No. 66939;
AZ No. 52511
TE, CA No. 2175
PTOE, CA No. 2170



MARK JUGAR PE, TE, PTOE

Mark Jugar is an Associate at RICK, and with over 23 years of experience in the traffic engineering industry, he has served as Project Manager and/or Engineer for both traffic planning and design projects. Having prepared over 100 traffic impact studies and numerous traffic plans (traffic signals, signing/stripping, and traffic control), Mark is knowledgeable with the planning, design and operational aspects of traffic engineering. Mark has also prepared and/or managed traffic studies for large specific plans and community plans, as well as for large developments, throughout the Southwest. He is experienced with traffic analysis software packages such as Highway Capacity Software (HCS), TRAFFIX, SYNCHRO, TRANSYT 7F, and PASSER III-90. He is also familiar with traffic simulation packages such as PASSER II-90 and SimTrafficTM.

Representative projects include:

- **Lemon Grove As-Needed Traffic Engineering Services, Lemon Grove, CA**
- **Traffic Signal Retiming, Lemon Grove, CA**
- **San Diego Design-Build Bikeway Facilities, San Diego, CA**
- **Qualcomm Stadium to Zion Avenue Bikeway Feasibility Study, San Diego, CA**
- **55th / Hardy, San Diego, CA**
- **Bay Boulevard / E Street and Bay Boulevard / H Street Traffic Signal Modifications, Chula Vista, CA**



PROJECT ASSIGNMENT

Hydrology Stormwater
Compliance

EDUCATION

BS, Civil Engineering, San
Diego State University

YEARS OF EXPERIENCE

30

REGISTRATION

PE, CA No. 70649
QSP/QSD CA, No. 00036



**JAYNE JANDA-TIMBA
PE, QSD/QSP, QISP, ToR**

Jayne Janda-Timba is an Associate Principal of the Water Resources Division at RICK. Jayne manages a staff responsible for overseeing the preparation of hydrologic and hydraulic analyses and Best Management Practices (BMPs) to meet water quality objectives. She is experienced in the design of Low Impact Development (LID) and Hydromodification Management facilities. She is an expert in storm water regulations and prepares Notices of Intent (NOIs) and Storm Water Pollution Prevention Plans (SWPPPs). Additionally, she processes Conditional Letter of Map Revisions (CLOMRs) and Letter of Map Revisions (LOMRs) through FEMA. She has processed drainage design calculations and water quality reports through multiple agencies, including Caltrans, the U.S. Army Corps of Engineers, Regional Water Quality Control Board, the Fish and Wildlife Service and FEMA.

Representative projects include:

- **As-Needed Stormwater Management Services for San Diego Unified School District, San Diego, CA**
- **As-Needed Stormwater Management Services for San Diego Unified School District, San Diego, CA**
- **County of San Diego As-Needed Consultant and Engineering Services for Watershed Structural Projects, San Diego, CA**
- **Lone Jack Road/Stratford Knoll Drainage Improvements, Encinitas, CA**
- **CMP Storm Drain Assessment Study, Lemon Grove, CA**



CITY OF LEMON GROVE | ENGINEERING DESIGN SERVICES/SEWER REPLACEMENT & MAINT. PROJECT

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PATRICIA TRAUTH CERT

Patricia Trauth is an Associate Principal at RICK and has more than 30 years of experience providing landscape architectural services to the Southern California region. As a registered landscape architect in California, a certified planner and a LEED accredited professional, she has planned and designed numerous public projects throughout San Diego and the Los Angeles basin. Her projects have received awards from organizations including CMAA, ASCE, APWA, ULI, APA, ASLA, and NAVFAC. Throughout her career Patricia has been an active practitioner of sustainable design. She has been responsible for spearheading projects through LEED certification. Patricia is the Landscape Architect of record for a dozen projects at the San Diego International Airport and has shifted the airport's philosophy to embrace a regional, drought tolerant landscape.

PROJECT ASSIGNMENT

Landscape Architecture

EDUCATION

MLA, Landscape Architecture
BFA, Design, Bowling Green State University

YEARS OF EXPERIENCE

33

REGISTRATION

PLA, CA No. 3247

AICP No. 019634

LEED AP



Representative projects include:

- **County of San Diego Department of Parks & Recreation On-Call Services, San Diego**
- **West Grand Avenue, City of Grover Beach, CA**
- **Grover Beach Train Station Expansion, City of Grover Beach, CA**
- **Chula Vista Bayfront Bike & Pedestrian Master Plan, Chula Vista, CA**



GEFF DYE PLS

Geff Dye is a Survey Supervisor based at the San Diego office at RICK. Geff is a third generation surveyor and has more than 32 years of field experience. He is responsible for coordinating field survey crews. Geff can supervise virtually all tasks pertaining to construction staking, as well as boundary and topographic surveys. Geff is also responsible for scheduling and coordinating field activities for survey crews throughout San Diego.

PROJECT ASSIGNMENT

Surveying/Mapping

YEARS OF EXPERIENCE

35

REGISTRATION

PLS, CA No. 8150



Representative projects include:

- **City of San Diego As-Needed Land Surveying Services, San Diego, CA**
- **Padre Dam Water District, San Diego County, CA**
- **City of San Diego On-Call, San Diego County, CA**
- **I-805 & Telegraph Canyon Road Interchange, Chula Vista, CA**
- **Record of Survey Monumentation, Chula Vista, CA**
- **Ruxton Avenue Channel Conversion, San Diego, CA**
- **San Diego Pipeline 6, San Diego County Water Authority San Diego, CA**





PAT MCMICHAEL PLS

Pat McMichael is an Associate and Supervisor of the Mapping Division in the San Diego office of Rick Engineering Company. He prepares all technical proposals for survey mapping services and is responsible for and supervises the survey mapping department. A surveyor since 1974, Pat has 43 years of field and management experience providing surveying services for residential subdivisions, commercial property development, land title surveys, legal description preparation, topographic surveys, GPS surveys, aerial mapping control, boundaries, right-of-way retracement and creation, easement determinations, section breakdowns, grading, utility and building layouts. Representative projects include:

PROJECT ASSIGNMENT

Surveying/Mapping

YEARS OF EXPERIENCE

45

REGISTRATION

PLS, CA No. 6187



- **City of San Diego As-Needed Land Surveying Services, San Diego, CA**
- **San Diego County Water Authority As-Needed Surveying Services, San Diego, CA**
- **30th Street Pipeline Replacement, San Diego, CA**
- **Metropolitan Water District (MWD) As-Needed Surveying & Mapping Services, Orange & Riverside County, CA**
- **San Diego Unified Port District Chula Vista Bayfront As-Needed Civil Engineering Services, Chula Vista, CA**
- **El Camino Real Road Widening, San Diego, CA**



BRIAN LAIRD PLS

Brian Laird is the Manager of the Civil Technologies Group at RICK, including the GIS, Cloud Computing & 3D Laser Scanning teams and oversees many technology initiatives for the organization. He has worked through increasing responsibilities across several technical service sectors in the company ranging from engineering CADD operator, Survey Analyst, GPS Survey Coordinator, Photogrammetry Coordinator, CAD Manager, Project Management for GIS and 3D Laser Scanning and is now responsible for the technical and business operations of those groups. He is an expert at data collection, processing, display, and publishing using a wide array of integrated technology tools. He is an active speaker promoting the use of reality capture to increase the effectiveness of Building Information Modeling (BIM) and spatial coordination within existing facilities. Representative projects include:

PROJECT ASSIGNMENT

GIS

YEARS OF EXPERIENCE

23

REGISTRATION

PLS, AZ No. 45830



- **West Mission Bay Drive, Bridge Replacement, San Diego, CA**
- **Rancho Del Lago, Rancho Santa Fe, CA**
- **30th Street Pipeline Replacement, San Diego, CA**





NATALIE FRASCETTI PE

Natalie Frascchetti serves as Project Engineer or Project Manager at Dexter Wilson Engineering depending on the nature and scope of the project. Her involvement with sanitary engineering projects encompasses both planning and design projects. She is also the company Vice President.

As with Dexter Wilson Engineering, Inc. in general, Natalie's experience involves working with both public agency and private development clients on a variety of water, wastewater, and recycled water issues ranging from infrastructure planning, design, financial planning and fees, and regulatory permitting.

Representative projects and experience includes:

- **Sanitary Sew Master Plan, Lemon Grove Sanitation District, CA**
- **Assists with District Engineer Services, Leucadia Wastewater District, CA**
- **Hydraulic Model Maintenance and Utilization Santa Fe Irrigation District, CA**
- **Sewer Service Charge Analysis, Lemon Grove Sanitation District, CA**
- **Sanitary Sewer Management Plan (SSMP) and Audit, Lemon Grove Sanitation District, CA**
- **Sanitary Sewer Management Plan (SSMP) and Audit, Leucadia Wastewater District, CA**

PROJECT ASSIGNMENT

Water/Wastewater

EDUCATION

BS, Environmental Engineering, University of Florida

YEARS OF EXPERIENCE

17

REGISTRATION

PE, CA No. 77025

DEXTER WILSON ENGINEERING, INC.



JEFFREY KENT PE, GE

Jeff coordinates and conducts geotechnical evaluations for commercial, educational, and public/municipal facilities, including schools, highways, railroads, pipelines, public and private buildings, and bridges; performs slope stability analyses, flexible and rigid pavement design, and underground pipeline design; and prepares and reviews geotechnical reports. He also provides geotechnical design parameters and recommendations for shallow and deep foundations, retaining structures, in-situ ground remediation and earthwork; reviews laboratory results and project plans and specifications; provides supervision and technical support to staff-level engineers and geologists; and performs project administration and management. Jeff also develops the scope of work for materials testing and inspection projects; provides supervision and technical guidance to field and laboratory personnel; oversees field observation, testing, and inspection services; supervises laboratory testing; analyzes and reviews field and laboratory data; and authors and reviews materials testing and inspection reports. Representative projects include:

- **Lemon Grove Recreation Center Renovation, Lemon Grove, CA**
- **Sewer Capital Improvement Project - Sewer Upsizing, Lemon Grove, CA**
- **Sewer Capital Improvement Project - Sewer Upsizing, Lemon Grove, CA**
- **Safe Routes to School, National City, CA**
- **Mobley Street Storm Drains, San Diego, CA**

PROJECT ASSIGNMENT

Geotechnical

EDUCATION

MS, Geotechnical Engineering, University of California, Los Angeles

YEARS OF EXPERIENCE

19

REGISTRATION

PE, CA No. 66143

GE, CA No. 2817

Ningo & Moore





ANDREA BITTERLING

Andrea is an Environmental Planning Group Manager and Principal Planner at HELIX. She assists clients in successful completion of environmental review and permitting requirements. She oversees all aspects of the environmental process, from document preparation to overall process strategy and management. She is skilled at managing technical studies as well as preparing ISs and EIRs under the California Environmental Quality Act (CEQA), and Environmental Assessments (EAs) under the NEPA. She has also assisted clients with permitting processes addressing a variety of issues, including air quality, water quality, wetlands, and endangered species. During her 23-year career, she has worked on a broad range of land development and infrastructure projects. Andrea has managed multidisciplinary teams, worked closely with staff from a variety of public agencies, and coordinated input from multiple stakeholders. Representative projects include:

PROJECT ASSIGNMENT

Environmental

EDUCATION

Masters of Planning,
Environmental Planning

YEARS OF EXPERIENCE

23

REGISTRATION

County of San Diego
Approved EIR Preparer



- Padre Dam Municipal Water District, As-needed Environmental Services
- Otay Water District, As-Needed Environmental Services
- Palomar Community College District As-needed Environmental Services
- City of San Diego, Department of Parks and Recreation As-Needed Environmental Services
- County of San Diego, Department of Parks and Recreation As-Needed CEQA Support, Resource Monitoring, and Biological Restoration Services
- Padre Dam Municipal Water District, Eastern Service Area Secondary Connection Project
- City San Diego SR-163/Friars Road Interchange Improvement Project

7 SCOPE OF WORK AND FEE

TASK 1.0 - PROJECT COORDINATION

Task 1.1 Kick-off Meeting (T&M)

Provide attendance of 3 Engineers (RICK, DW) at (1) 4-hour kick-off meeting (12 hours).

Task 1.2 Project Coordination: Administration and Accounting (T&M)

- » For the assumed 12-month design duration of the project plus 4-month bidding and construction phase of the project provide project administration and accounting services as requested by the District. Work shall include project planning, accounting set-up, budget tracking, scope control and monitoring. Assumes 1 hour per month for 16 months (16 hours).
- » Scope to provide coordination to support project task required for the preliminary design, PS&E, Bidding and Construction phases project tasks with the project design team: Dexter Wilson (Wastewater), Helix Environmental, Ninyo & Moore (Geotechnical), and RICK Survey, Mapping, Water Resources, and Traffic Departments (24 hours).
- » Included in this line item is an additional 5% fee for subconsultant contract management.

Task 1.3 Project Schedule

Prepare a project schedule with milestones. Schedules will include shall include at a minimum:

- » Task 1.0: Project kick-off, District and Team Coordination
- » Task 2.0: Area Research and Base Mapping
- » Task 3.0 Environmental and Geotechnical Investigations and Studies, Document and Report processing if required, Civil and Environmental Recommendations, 30% Concept Design Exhibits and Estimates
- » Task 4.0: 60%, 90%, 100% PS&E Preparation, and anticipated District and agency review cycles
- » Task 5.0 and 6.0 Bidding and Construction Phase will be defined by the District and inserted into the project schedule

Task 1.4 Project Design, Bid, and Construction Coordination (T&M)

For the assumed 12-month design duration of the project plus 4-month bidding and construction phase of the project provide coordination in the development of design and construction schedules, plans, specifications, cost estimates, and bid documents with the Lemon Grove Sanitation District.

- » Civil coordination assumes an average of 1 hour per month for 12 months = 12 hours
RICK Landscape assumes 8 hours
Helix Environmental assumes 18 hours
- » Attendance of 2-Engineers (RICK, DW) at (1) 4-hour kick-off meeting was provided as a part of Task 1.1 Kick-off Meeting above
- » Attendance of 1 Engineer (RICK) at (1) 2-hour preliminary meeting = 2 hours
- » Attendance of up to 2-Engineers (RICK, Helix) at (2) 3-hour meetings to discuss environmental aspects and engineering conceptual design of the project = 12 hours
- » Attendance of 2 Engineers (RICK, DW) at (3) 2-hour meetings with District staff and sub-consultants after the 60%, 90% and 100% plan submittals = 12 hours
- » Attendance of up to 3-Engineers (RICK, Helix, DW) at (2) 3-hour meetings to discuss environmental aspects and engineering conceptual design of the project = 18 hours
- » Attendance of 2 Engineers (RICK, DW) at (3) 2-hour meetings with District staff and sub-consultants after the 60%, 90% and 100% plan submittals = 12 hours

- » Attendance of 1 Engineer (RICK) at (1) 4-hour close out meetings with District staff in order to complete the project

Total = 60 hours T&M.

Task 1.5 SDGE/ATT/COX/CALTRANS/Other Agency Coordination (T&M)

Based on the location of proposed CIP sewer projects coordination with the following agencies are anticipated: SDGE, ATT, COX, HWD, and Caltrans. Assume one (1)-2 hour meetings with other agencies during preliminary design phase of the project. Utilize City of Lemon Grove District-Agency meetings to discuss the project impacts on agency facilities if feasible.

- » SDGE/COX/ATT: Based on most CIP project sewer limits of work within SDGE/COX/ATT Easements, crossing or adjacent to underground conduits, overhead lines, vaults, structures/pedestals, it is anticipated that dry utility agencies will review complete submittal package. Address submittal review comments with revisions and response letters pursuant to each plan check comment. Distribute, and manage sub-consultant plan check comments, compilation, and submission of PS&E packages up to agency approvals (6 hours).
- » Helix Municipal Water District (HWD): Based on most CIP sewer limits of work crossing or adjacent to Helix Water District (HWD) facilities including, but not limited to, water main, services, and appurtenances, it is anticipated that Helix Water District will review complete submittal plan package. Address submittal review comments with revisions and response letters pursuant to each plan check comment. Distribute, and manage sub-consultant plan check comments, compilation, and submission of PS&E packages up to agency approvals (6 hours).
- » Caltrans: It is anticipated that CIP-2 projects (2a, 2d) have limits of work within CALTRANS right-of-way:
 - (2a) New Manhole Installation: 479-04-05, located adjacent to Vista Street/North Avenue
 - (2d) Repair and raise to Grade of Manhole 475-40-01 at the dead end of Olive Street
 Submit the following to Caltrans for review and approval:
 - Caltrans Encroachment Permit Application (excludes plan check, permit issuance fees)
 - 11"x17" Encroachment Plan for Manhole replacement and/or repair @ two (2) locations. Assumes one (1) title sheet, one (1) key map sheet, two (2) plan and profile (or cross-section) sheets
 - Estimate of cost for work within Caltrans right-of-way
 - Address Minor Plan check comments
 - Assumes no long-term "peer review" plan process is required

(36 hours)

(Assumes Total 51 hours)

Task 1.6 Submittals and Review Comments (T&M)

Prepare and deliver 60%, 90% and 100% PS&E submittal packages for CIP Sewer Improvement Plan packages. Address submittal review comments with revisions and response letters pursuant to each plan check comment. Distribute, and manage sub-consultant plan check comments, and compilation of PS&E packages (60 hours T&M).

Task 1.7 Site Walk-Through (T&M)

Participate in (1) site walk with District Staff, property owners, public utilities, and/or representatives. For CIP-5, 8, 11, 13, 25, 26, 27 (seven separate locations), an average of 1.5 hours per location, assume 10 hours. For (12) manhole locations identified in CIP-2, an average of 30 minutes per location, assume 6 hours (16 hours total).

TASK 2.0 AREA RESEARCH & FIELD SURVEYING

Task 2.1 Survey Control, Benchmarks, Right-of-Way, Property Lines, Existing Sewer Easements

Note: All field surveying prevailing wage. Further discussions with District staff is required to evaluate required surveys and the scope of work.

(a) Obtain Survey Control, Benchmarks

Obtain benchmark from City of Lemon Grove and/or District staff. Provide survey control for all CIP project areas (up to 19 CIP project areas including 12 separate CIP-2 manhole locations).

(b) Boundary Surveys

From preliminary GIS research, it is anticipated that Sewer Project CIP-13 may have up to (6) potential properties that contain existing public sewer but may not have an existing sewer easement. Additionally, GIS data indicates that Sewer CIP-2: Manholes 2g and 2l may also not have and District would benefit from new sewer easements. Perform field work, and prepare boundary survey, and computed right-of-way for CIP project areas in which the sewer improvement may require a new sewer easement. Provide CAD linework for accurate plotting for exhibits, plats, and project construction plans. The District shall provide Title Reports.

Assumed cost for boundary or right of work is estimated as follows and shall be billed as needed once appropriate research is performed if awarded the project.

- CIP-13 Complete boundary survey/ROW (potential for new sewer easements- see Additive Alternative Task 2.5)
 - CIP-2g: Complete boundary survey/ROW (potential for new sewer easements—see Additive Alternative Task 2.5)
 - CIP-2l Complete boundary survey/ROW (potential for new sewer easements-see Additive Alternative Task 2.5)
- TOTAL: \$16,320**

Boundary Survey scope assumes that adequate monuments exist along surveyed boundaries and right-of-way lines, and that no additional analysis is required. Additional Boundary analysis survey due to inadequate is excluded from this scope.

(c) Additive Alternative - Boundary Surveys

Further research, or District direction may require that additional boundary surveys be performed. Perform field work and prepare line work for additional boundary surveys, partial boundary surveys, and/or computed right-of-way for CIP projects in which the sewer improvement limit of work crosses property(s) or right-of-way lines, occurs on private property, or limit of work is directly adjacent to existing private property lines (See Additive Alternatives, page 24).

(d) GIS and Research Supplement

For sewer street work located solely with the City of Lemon Grove right-of-way, where limits of work will not be proposed outside the vehicular traveled way, nor approach private property, GIS data, maps and as-built research will be used to develop backgrounds for existing right-of-way, parcel lines, sewer easements. Non-computed right-of-way and parcel lines are presumed to be acceptable for plan backgrounds for CIP 11, 25, 27, CIP-2 locations: 2a, 2e, 2h, 2i, 2j, 2k.

Task 2.2 Existing Topography and Field Design Survey

(a) Design Surveys

Design Surveys will include:

- Sewer Manholes, rims, and invert elevations for the proposed sewer improvement, and one upstream and downstream manhole in each direction.
- Existing finish grade along the projected sewer alignment for sewer profiling purposes.
- Existing utility and other infrastructure that fall within or directly adjacent to the proposed limit of work. Includes but is not limited to: dry utility structures, vaults, water valves, appurtenances and meters, power poles, guywire, and crossing overhead power/comm lines, traffic signals, street lights, public signs.
- Limits of different pavement or other surface materials (PCC, AC), curb gutter, sidewalk, and landscaping within or directly adjacent to proposed sewer limit of work.

- Existing dense bushes and trees within or directly adjacent to sewer limits of work.
- Existing monumentation within or directly adjacent to sewer limits of work.
- Existing private improvement such as fence lines, retaining or freestanding walls, mailboxes, temporary, permanent structures (i.e. house, patios, sheds).

(b) Near Map Aerial Imagery

Near Map Aerial Imagery will be used to supplement backgrounds for all CIP locations. Imagery will be utilized only where appropriate to create a more comprehensive picture of sewer CIP locations without the need to survey outside the general limits of work. Near Map coverage in the Lemon Grove area will be dated September 5, 2021, or later. The Near Map can produce 1/2" resolution imagery. An estimate of approximately 40 tiles is needed to capture CIP project areas. Labor to purchase, download, and reference Near Map fees are covered under this scope. Near Map use fee estimated at \$700 is included under reimbursables.

Task 2.3 Base Map and Topographic Exhibits

Research existing infrastructure by obtaining as-builts drawings and maps, to be provided by City of Lemon Grove, Helix Water District, and other applicable agencies. Prepare a comprehensive topographic base map incorporating:

- As-built research
- Design field surveys
- Boundary surveys, existing easements/encumbrances
- GIS data (where appropriate)
- Field walk observations

Prepare 40-scale composite topographic base map exhibits for (7) Sewer CIP locations. Identify sewer segments and structures to be included in each CIP project to identify approximate impacts within the public right-of-way, and private properties. It is assumed that (9) plan sheets will be required for CIP-5, 8, 11, 13, 25, 26, 27. For CIP-2, assume that (4) manhole locations can be shown per sheet, (12) manholes for a total of (3) additional sheets. Assumes a total of (12) sheets.

Task 2.4 Establish Environmental, Jurisdictional Boundaries

From preliminary research of available records, it is not anticipated that projects approach mapped jurisdictional or environmental boundaries. It is assumed that available GIS data may be utilized for background purposes only if project limits of work do not encroach or approach jurisdictional or environmental boundaries. Caltrans right-of-way shall be determined by CAD line work obtained from Caltrans. See also Tasks 3.2.2, 3.2.6, 3.2.7 for environmental documentation.

Task 2.5 Additive/Alternative - Legal Descriptions and Exhibits

From preliminary GIS research, it is anticipated that Sewer Project CIP-13 may have up to (6) potential properties that contain existing public sewer but may not have an existing sewer easement. Due to the unknown nature of the number of new easement (if any) are required, an additive alternative has been provided at the end of Scope section. Additionally, GIS data indicates that Sewer CIP-2: Manholes 2g and 2l may also not have and District would benefit from new sewer easements. Sewer easements on subject properties, and adjacent properties serving as maintenance access may be required (5 additional properties) and are not included in this scope. (See Additive Alternatives, page 24-25).

TASK 3.0 ENVIRONMENTAL ANALYSIS/DOCUMENTATION/PERMITTING AND CONCEPTUAL ENGINEERING DESIGN CONCEPTS

Task 3.1 Geotechnical Site Investigation

As requested in the RFP, perform a geotechnical subsurface exploration and laboratory test program as part of the development of a geotechnical report. The subsurface exploration program would involve acquisition of

encroachment permits prior to performance of field work activities, having Digalert mark out the utilities in the work areas, coring the existing asphalt concrete (AC) pavement sections, drilling of multiple borings to depths up to 15 feet, sampling the subgrade soils encountered, and performing various geotechnical laboratory tests on the soils samples that are collected from the borings.

***** Further discussions with the District will be required to potentially limit the borings and geotechnical work for a project savings versus construction risk for groundwater. Additionally, pavement rehabilitation after Geotechnical borings is assumed to be repaired by others.**

The following is an initial assumption of number of borings for which CIP:

- » CIP 2, perform zero borings.
- » CIP 5, perform 2 borings for the pipeline replacement (if relining, then no need for borings).
- » CIP 8, perform 1 boring for pipeline replacement (if relining, then no need for the boring).
- » CIP 11, perform 1 boring for pipeline replacement
- » CIP 13, perform 2 borings for pipeline replacement
- » CIP 25, perform 1 boring for pipeline replacement
- » CIP 26, perform 1 boring for pipeline replacement
- » CIP 27, perform 1 boring for pipeline replacement

Task 3.2 Technical Studies and Reports

Provide the following reports and studies identified in Tasks 3.2.1, 3.2.3, 3.2.4, 3.2.6, 3.2.7 below.

Task 3.2.1 Geotechnical Report

Compiling the information collected from a background review for the sites, the data from several borings performed along the project alignments to develop a geotechnical report to address the subsurface aspects of the project. Work associated with this task includes background review, project coordination, data compilation, and engineering analyses.

Providing a geotechnical report presenting the findings from the subsurface exploration program including the presence of groundwater or seepage, the results of the laboratory tests, and geotechnical recommendations for the design of shoring and the earthwork operations associated with the replacement of sewer lines.

Task 3.2.2 Environmental Impact Assessment

HELIX (with assistance from RICK) will complete the City's Environmental Initial Study form, with input from RICK as needed.

Task 3.2.3 Storm Water Mitigation Documents

Prepare Storm Water Intake Forms for the project as a single project "common plan". The project is assumed to be a linear utility, maintenance project.

Task 3.2.4 WPCP

Prepare a WPCP based on the requirements in the 2016 Jurisdictional Runoff management Plan (JRMP) for the City of Lemon Grove utilizing the City's WPCP template (prepared by Rick). The WPCP will include:

- » Exhibit will be prepared that include existing and ultimate impervious areas and Best Management Practices (BMPs).
- » A narrative description of the project, including size, regional topography and drainage patterns, unique site features, project schedule, and potential pollutant sources, a description of the erosion and sediment control BMPs, including soil stabilization BMPs, sediment control BMPs, tracking control BMPs, wind erosion control BMPs, non-storm water management BMPs, and waste management and materials pollution control BMPs.
- » Guidelines for construction BMP maintenance, inspection, and repair.
- » Guidelines and forms for amendments to the WPCP.

Provide coordination with the client to obtain information necessary for completion of WPCP (i.e., owner information, site information, construction material information, etc.).

Task 3.2.5 Revegetation Plan - Landscape plans

Revegetation Plans are proposed for the three reaches (CIP- 2b, 2d and 5). Construction Documents, which will include Irrigation Plans (temporary when available) and Planting Plans and Details, that clarify construction methods and design intent. The plans will be provided in task 4.0 as part of the PS&E.

Irrigation Plans

Includes: Landscape Irrigation Plan (Temporary System):

Construction documents shall be prepared to include an irrigation plan, detail references and notes, coordinated with the Planting Plan as noted above.

Potable Irrigation Plan:

Diagrammatic layout of a temporary landscape irrigation piping, valves, control equipment, sprinkler heads and related equipment for irrigation of the planted area only, specifically calling out pipe and equipment sizing and types, brand and model. Irrigation plans will identify locations of point-of-connection, with required backflow prevention device, pressure regulator and solar controller as required. Plan will also reference necessary SDRSD details for the installation of the either permanent or temporary irrigation system; temporary systems to be removed once plant material is established.

Irrigation design will meet soil and plant material requirements using low precipitation irrigation heads, providing head-to-head coverage. The irrigation shall be designed to avoid overspray onto walks, walls and fences etc. The irrigation shall be designed so that runoff can be controlled with proper scheduling of the system.

Planting Plans

Plans prepared to graphically locate and identify existing trees and shrub plant materials (to be replaced if required), including specific quantities, sizes, and varieties, and include the necessary details and legends for installation. Drought tolerant and/or native trees, shrubs and ground cover from the plant palette approved by the City of Lemon Grove to revegetate areas that require replacement and or new plant material disturbed in the sewer replacement process.

Task 3.2.6 Biological Surveys

Based on a preliminary review of project site conditions and readily available data, it does not appear that sensitive biological resources occur or have the potential to occur at the project sites. HELIX will conduct a general biological survey of the project sites to confirm the presumed absence of sensitive vegetation communities/habitat types, suitable habitat for special status plant and wildlife species, potential jurisdictional aquatic resources (waters and wetlands), and other sensitive biological resources. The survey will inform the documentation included in Task 3.2.7 below.

Task 3.2.7 CEQA Related Environmental Studies and Documents

HELIX will review designated scenic highways and hazardous materials databases to determine if use of a Categorical Exemption would be precluded because of potential impacts related to such resources. HELIX also will conduct an archaeological records search from the South Coastal Information Center and obtain a Sacred Lands File search from the State Native American Heritage Commission, as well as conducting a site visit to examine the ground surface where exposed. The information from this research, as well as the biological surveys conducted in Task 3.2.6 will be used to make a recommendation as to whether any further environmental studies are required, as well as the appropriate California Environmental Quality Act (CEQA) document type. This information will be provided in a brief memorandum.

Task 3.3 Civil & Environmental Recommendations (T&M)

Review City of Lemon Grove Sewer CIP Master Plan (2017) project summary for proposed improvements at each Sewer CIP project with available or updated CCTV video provided by the District. For each sewer CIP location, review potential project impacts, and issues related to construction conflicts with existing facilities, public and private improvements. Provide engineering judgement or recommendations to the District prior to proceeding with construction documents.

In addition, HELIX Environmental will provide recommendations for potential avoidance or minimization of

environmental impacts, based on the potential for sensitive resources identified through Tasks 3.2.6 and 3.2.7. These recommendations will be provided in a brief memorandum.

Task 3.4 Conceptual Engineering Design

Based on the District's direction on the final scope of work for each CIP Sewer Improvement, provide conceptual engineering design for each CIP location.

Task 3.4.1 30% Conceptual Engineering Exhibits

Prepare 40-scale 30% Conceptual Engineering Exhibits implementing final District direction, and above Conceptual Engineering design. Assumes 12 sheets.

Task 3.4.2 Preliminary Engineer's Cost Estimates

Prepare 30% Conceptual Engineering cost estimates implementing final District direction, and above Conceptual Engineering design.

Task 3.5 Categorical Exemption

For the purposes of this scope and cost estimate, it is assumed that a Categorical Exemption will be the appropriate form of CEQA document for the project, and that a single Categorical Exemption will be prepared for the entirety of the project. If confirmed appropriate based on the review conducted in Task 3.2.7, a Notice of Exemption (NOE) will be prepared. The NOE will be accompanied by a summary of the applicability of a Categorical Exemption, with supporting information such as project plans and other reports referenced as necessary. HELIX will finalize the NOE for filing based on one set of consolidated review comments from the Client/District. Categorical Exemptions are not required to be circulated for public review; therefore, no associated responses to comments are assumed to be necessary. It is assumed that the City will file the NOE with the County Clerk and pay associated filing fees.

Task 3.6 Agency Permits

Based on a preliminary review of project site conditions, it does not appear that resources jurisdictional to the U.S. Army Corps of Engineers or Regional Water Quality Control Board are present. Therefore, permits are not anticipated to be required.

Task 3.7 Additive Alternative - Miscellaneous Environmental

Compliance with applicable environmental regulations will be a requirement of the project regardless of the anticipated NOE. Due to the presence of trees, shrubs, and other potential bird nesting habitat, HELIX has included this optional task to assist the City with compliance with the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code (CFG Code). (See Additive Alternatives, page 24-25).

TASK 4.0 60%, 90%, 100% PS&E

Prepare and Process with the District FY 2020/2021, FY 2021/2022 Sanitary Sewer Improvement Plans, Specifications and Estimates for review at the 60%, 90%, 100% plan stages. Sewer CIP Improvements have been defined using maps provided on pages 11 and 12 of the RFP, and Figure 9-1, Table 6-4, and 6-5 of the Sanitary Sewer Master Plan (2017 update). Seven (7) sewer CIP pipe segments to be included as a part of the PS&E include: CIP-5, CIP-8, CIP-11, CIP-13, CIP-25, CIP-26, CIP-27. The total length of the sewer lining and replacement project approximates 6,500 LF. Twelve (12) sewer manhole repairs or new installations are proposed as a part of CIP-2.

Task 4.1.1 Demolition/Abandonment Plans

Prepare a Demolition and/or Pipe Abandonment Plan to show each existing sewer pipe, and limits of sewer and manhole removals and/or abandonment. Assumes 7 sheets at 40 scale are adequate for demolition/abandonment plans. The Demolition will be part of the Sewer Improvements Plans in Task 4.2.2.

Task 4.2.2 Sewer Improvement Plans

Prepare a Sewer Improvement Plan in CIP format for sanitary sewer pipe inclusive of CIP projects in Task 4.1, described above. Sewer improvement shall identify the type of improvement (i.e. replacement, lining), and include horizontal and vertical control for sewer replacement pipes in plan and profile views. Plans shall identify potential impacts to other existing facilities to be replaced, including areas of pavement and/or landscaping trench repair. Plans shall include: one title sheet, one key map and one detail sheet. It is assumed that preparation of 15 sheets (20-scale) are required for seven (7) linear sewer lining/replacement projects (CIP-5, 8, 11, 13, 25, 26, 27), and 3 additional sheets (4 manholes per sheet @ 20-scale) are required for 12 additional manhole locations associated with CIP-2, for a total of 21 sheets.

Project phasing plans, sewer bypass plans, and other items related to Contractor means and methods to complete the work has been excluded from the project.

Task 4.2.2 Additive/Alternative Traffic Control

For City of Lemon Grove "classified" non-residential roadways, scope to Traffic Control Plan sheets has been provided as an additive alternative.

Task 4.2.3 Erosion Control Plans

Prepare Erosion Control Plans to include temporary construction Best Management Practices (BMP's) notes, plans and typical details as required by City of Lemon Grove submittal requirements. Plan shall include an erosion control key map and multiple CIP locations per sheet.

Task 4.2.4 Specifications

For 60% PS&E submittal prepare a technical specification outline for District review. Based on 60% comments from the District, prepare 90% and 100% complete technical specifications for sewer items of work in supplement to the specified 2018 Greenbook specifications as required by the City of Lemon Grove project specification format. Provide technical specifications to the City of Lemon Grove for insertion into the Contract Document package.

Task 4.2.5 Sewer Easement Plats

An additive alternative allowance, per each new sewer easement plat with legal descriptions was provided as a part of Task 2.5. Additive/Alternative- Legal descriptions and Exhibits.

Task 4.3 Meetings (T&M)

During 60%, 90%, and 100% PS&E plans stages attend additional meetings with district staff to discuss items of concern. While time for meetings during plan preparation phase of the project was provided included under Task 1.4 Project Coordination.

Task 4.4 Cost Estimates

Prepare and process project estimates with the District. Estimates shall be refined (as needed) with the design at 60%, 90%, and 100% submittals. Items of work identified in the 100% estimate may be utilized as the bid list in Contract Documents.

Task 4.5 Interagency - Processing (HELIX/SDGE/ATT/COX) (T&M)

Coordination and processing through other agencies outside City of Lemon Grove and Sanitation District was provided as a part of Task 1.5 SDGE/ATT/COX/CALTRANS/Other Agency Coordination (T&M).

Task 4.6 Address PS&E comments

Time needed to address comments that may arise from District and utility agencies, and other jurisdictions has been provided as a part of Task 1.5 SDGE/ATT/COX/CALTRANS/Other Agency Coordination and Task 1.6 Submittals and Review Comments.

TASK 5.0 CONSTRUCTION BIDDING PHASE

Task 5.1 Pre-bid & Pre-con Meeting (T&M)

Attendance of 1 Engineer at one pre-bid and one pre-con meeting. Each meeting is assumed to be a maximum of 3 hours each (Total 6 hours).

Task 5.2 Bid Documents (T&M)

Assist the District with the compilation of Contract bid documents. This includes compiling of bid estimate spreadsheet, plans, technical specifications, and project specific modifications of template front end contract documents. Front end contract document information requires direction from District. (20 hours)

Task 5.3 Prepare Contract Addenda (T&M)

Assist the District with the compilation of Contract Addenda. This may include revisions to plans, specifications, and estimates that may result from Contractor and/or District questions and RFIs. (Assumes 2 contract addenda at 4 hours)

TASK 6.0 CONSTRUCTION PHASE

Task 6.1 RFIs & Construction Support (T&M)

Respond formally by method determined appropriate by the District, to Requests for Information (RFI's). Provide additional construction support services including but not limited to: clarification of construction documents, specifications and the preparation of addenda to Contract Documents, review of contractor submittals, schedules, shop drawings. (40 hours)

Task 6.2 Construction Site Visits (T&M)

Provide up to 6 periodic site visits to monitor progress of construction and resolve issues as needed. Each site visit is assumed to be up to 2 hours. (12 hours)

Task 6.3 Field Meetings (T&M)

Attend up to 3 meetings in the field as requested by the District or Contractor (as approved by the district) to resolve design, construction, and inspection issues. (12 hours)

Task 6.4 Change Orders (T&M)

Assist District Staff review and processing of change orders by reviewing, qualifying and/or rejecting change orders. Engineer will evaluate the validity of unknown encountered costs and check the requested changes are in compliance with the contract documents. If change order is qualified by the Engineer and approved by District, District staff shall be responsible for administrative processing of the change order. (Assumes 3 change orders and 8 hours)

TASK 7.0 PROJECT CLOSE-OUT

Task 7.1 As-built Drawings

Prepare for the City of Lemon Grove Sanitation District as-built drawings for the CIP Sewer Improvement Plans. Contractor shall provide "red-lined" mark-ups of field changes to the sewer that occur in the field. This item includes drafting services necessary to incorporate as-built information from the construction records furnished by the Contractor, District's Inspector, and those revisions prepared or visually observed by RICK. While this information will be assumed to be accurate and reliable, Rick will accept no liability for use or reliance on said as-built information. Specifically excluded from this agreement are surveying services, (if required) to determine as-built locations of improvements or utilities.

Task 7.2 Final Construction Project Completion Documentation (T&M)

Assist the District in providing project as-builts and other project completion documentation as required to close all active projects and permits with the District and third-party agencies.

Task 8.0 Public Outreach and Support Services (T&M)

Provide public outreach and engineering support, or other engineering, surveying or mapping services as specifically requested by the City of Lemon Sanitation District.

Reimbursables

We are providing a reimbursable budget of \$5,000 (T&M) to accommodate as-built research, printing, postage, deliveries, aerial imagery and other miscellaneous expenses.

ADDITIVE ALTERNATIVE / OPTIONAL SERVICES

Task 2.1 Additive Alternative - Pre-Construction Corner records

Prepare and process up to twenty eight (28) pre-construction corner records for monuments that occur within sewer improvement limit of work or construction area per Section 8771 of the Professional Land Surveyor's Act

Task 2.1 (c) Additive Alternative – Additional Boundary Survey/Right-of-Way

Prepare boundary survey, partial boundary survey, and/or computed right-of-way for CIP projects in which the sewer improvement limit of work crosses property or right-of-way lines, occurs on private property, and/or whose property (based on available GIS records). From review of proposed locations boundary survey, partial boundary survey, or computed right-of-way is presumed required for CIP-5, 8, 25, and CIP-2b, 2c, 2d. The District shall provide Title Reports.

- CIP-5 Partial Boundary survey/ROW: \$17,580
- CIP-8 Partial boundary survey/ROW: \$7,260
- CIP-13: Provided in base scope
- CIP-25: Partial Boundary survey/ROW: \$6,080
- CIP-2b: Right-of way/Caltrans: \$6,060
- CIP-2c: Partial Boundary survey: \$5,520
- CIP-2d: Right-of-way/Caltrans: \$5,000
- CIP-2g: Provided in base scope
- CIP-2j : Partial Boundary/ROW: \$6,080
- CIP-2k: Partial Boundary/ROW: \$6,080
- CIP-2l: Provided in base scope

TOTAL: \$65,195

Task 2.5 Additive/Alternative - Legal descriptions and Exhibits

From preliminary GIS research, it is anticipated that Sewer Project CIP-13 may have up to (6) potential properties that contain existing public sewer but may not have an existing sewer easement. Similarly, according to available GIS data, CIP-2 (locations 2g and 2l) identify existing public manholes located on private properties, up to 5 potential properties, without existing sewer easements in place to allow for District maintenance access. Prepare sewer easement plats and legal descriptions for up to (11) assumed affected properties, at a cost of \$1,750 per legal and plat (up to \$19,250).

Task 3.7 Additive/Alternative Miscellaneous Environmental

Compliance with applicable environmental regulations will be a requirement of the project regardless of the anticipated NOE. Due to the presence of trees, shrubs, and other potential bird nesting habitat, HELIX has included this optional task to assist the City with compliance with the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code (CFG Code). If the planned replacement and maintenance activities must occur during the general bird nesting season (February 1 to August 31) and would require removal or other disturbance to bird nesting habitat, pre-activity nesting bird surveys would be recommended to help ensure compliance with the MBTA and CFG Code. This optional task includes up to three pre-activity nesting bird surveys and brief memoranda to document compliance. If additional surveys, documentation, or other services are requested by the City, those service could be provided under a contract amendment.

Task 4.2.2 Additive/Alternative Traffic Control

Provide data collection, and prepare separate Traffic Control Plan sheets at 40-scale for the proposed improvements to be submitted and review with the Sewer CIP Improvement Plans for review. The following provides the anticipated sheets and stages for each CIP project:

- » CIP-2h West Street north of Broadway. One (1) sheet for one (1) stage is anticipated.
- » CIP-2i North Avenue at Buena Vista Avenue. One (1) sheet for one (1) stage is anticipated.
- » CIP-2k Washington Street at Iderdell Lane. One (1) sheet for one (1) stage is anticipated.
- » CIP-5 Mount Vernon Street and Madera Street. One (1) sheet for one (1) stage (Mount Vernon Street) is anticipated.
- » One (1) sheet for one (1) stage (Madera Street) is anticipated. CIP-8 Broadway in the vicinity of Buena Vista Avenue. 3 (3) sheets for six (2) stages of work are anticipated.
- » CIP-11 along Mount Vernon Street and Skyline Drive in the vicinity of project. Seven (7) sheets for six (5) stages are anticipated. CIP-13 Kempf Street in the vicinity of Roy Street Two (2) sheets for two (2) stages are anticipated.

FEES

SUMMARY OF FEES	
TASK 1.0 - Project Coordination	\$56,769
TASK 2.0 - Area Research and Field Surveying	\$57,830
TASK 3.0 - Environmental Analysis/Documentation Permitting and Conceptual Engineering Design Concepts	\$108,540
TASK 4.0 - 60%, 90%, 100% PS&E	\$63,940
TASK 5.0 - Construction Bidding Phase	\$6,500
TASK 6.0 - Construction Phase	\$15,870
TASK 7.0 - Project Close-Out	\$7,500
Task 8.0 - Public Outreach and Support Services	\$10,000
Subtotal	\$316,949
Reimbursables	\$5,000
TOTAL	\$331,949

*See attached matrix for hours and fee breakdown





2021-2022 LEMON GROVE CIP SEWER

FEE SCHEDULE BACKUP
(With Estimated Hours)

RICK Engineering Company

RICK Engineering Company Contact: Rebecca Morris

Task No.	Task Description	LABOR COSTS										SUBCONSULTANT BIDDING COST	TOTAL COST		
		Principal \$ 25000	Asst. Eng. \$ 25000	Project Engineer \$ 25000	Design Eng. \$ 25000	Director \$ 25000	Project Architect \$ 25000	Asst. Archt. \$ 25000	Field Supervisor \$ 25000	Survey Personnel \$ 25000	TOTAL HOURS				
TASK 1.01 Project Coordination															
1.1-RICK	Kick-off Meeting (T&M)			4									4	\$	1,800
1.1-DW						4									800
1.1-TOTAL				4		4								\$	2,600
1.2-RICK	Project Coordination: Administrative, Accounting, and Management	8		28									40	\$	8,200
1.2-DW	Support Staff Contract Administration and Management													\$	4,300
1.2-TOTAL														\$	12,500
1.3	Project Schedule (w/ milestones)	2		12									14	\$	2,900
1.4-RICK	Project Design, Bid, and Construction Coordination (T&M)	2		24									30	\$	5,900
1.4-DW						16							6	\$	1,200
1.4-HELIX													24	\$	3,895
1.4-TOTAL													8	\$	1,000
1.5	SCOPE/COMMENTS/CHANGES/Client Agency Coordination	4		28									51	\$	8,450
1.6-RICK	Submittals and Review Comments (T&M)	4		16									60	\$	11,200
1.6-DW													5	\$	995
1.6-TOTAL													8	\$	1,995
1.7-RICK	Site Walk through (T&M)			16									2	\$	13,115
1.7-DW	Site Walk through (T&M)												16	\$	3,200
1.7-TOTAL													5	\$	900
													\$	4,000	
													\$	4,000	

	Principal Activities	Project Engineer	Design Engineer	Drafts	Project Manager	Assistant Manager	Field Supervisor	Survey Operator	TOTAL HOURS	SUBCONSULTANT INCURRED COST	TOTAL COST
TASK 2.0 Area Research & Field Surveying											
2.1	(a) Obtain Survey Control, Benchmarks (b) Boundary Survey (CIP 13, 26, 28) (**subject to District Approval) (c) Additional Boundary Surveys (See ADD/ACT 2.1(f))							28	28	\$ 9,520	\$ 9,520
								48	48	\$ 16,320	\$ 16,320
2.2	(1) Site location, topography and field design survey (Design Survey) (2) Near Map Inspection		5						11	\$ 1,500	\$ 1,500
									48	\$ 7,100	\$ 7,100
2.3	Base Map and Topographic Exhibit	1	2	8					11	\$ 1,835	\$ 1,835
2.4	Establish environments, jurisdictional boundaries	1	8	24	10				43	\$ 6,835	\$ 6,835
2.5	Prepare legal descriptions and plats of affected properties. SEE ADD/ACT 2.3		2	2	2				6	\$ 940	\$ 940
									2.0 TOTAL		\$ 57,890
TASK 3.0 Environmental Analysis/Documentation/Permitting and Conceptual Engineering Design Concepts											
3.1	Geotechnical Site Investigation (**subject to District Approval)									\$ 35,500	\$ 35,500
3.2	Technical Studies and Reports									\$ 13,900	\$ 13,900
3.2.1	Geotechnical Report									\$ 870	\$ 870
3.2.2	Environmental Impact Assessment		4						4	\$ 1,300	\$ 1,300
3.2.3	Storm Water Mitigation Documents									\$ 8,000	\$ 8,000
3.2.4	WPCP		6	16					22	\$ 10,900	\$ 10,900
3.2.5	Revegetation Plan - Land Use Buffering (LUB) (**subject to District Approval)	2							2	\$ 3,475	\$ 3,475
3.2.6	Biological Survey									\$ 9,150	\$ 9,150
3.2.7	CEQA Recommendations									\$ 4,300	\$ 4,300
3.3	DW SWR Recommendations		6	4					10	\$ 1,500	\$ 1,500
3.3.1	SWR Recommendations									\$ 2,000	\$ 2,000
3.3.2	HEUX Environmental recommendations									\$ 8,310	\$ 8,310
3.4	Conceptual Engineering Design	4	20	16					40	\$ 7,400	\$ 7,400
3.4.1	30% Conceptual Engineering Exhibits	4	16	20	16				56	\$ 9,120	\$ 9,120
3.4.2	Preliminary Engineer's cost estimates									\$ 2,000	\$ 2,000
3.5	Categorical Exclusion	2	2	12					16	\$ 2,725	\$ 2,725
3.6	Agency Permits US Army Corps of Engineers (NAI included)									\$ -	\$ -
3.7	Miscellaneous Environmental (See ADD/ACT 3.7)									\$ -	\$ -
									3.0 TOTAL		\$ 108,540

Principal	Associate (AW)	Project Engineer	Design Engineer	Driller	Project Manager	Address	Field Services	Survey (Optional)	TOTAL HOURS	SUBCOMULANT INCURRED COST	TOTAL COST
\$ 25,000	\$ 25,000	\$ 20,000	\$ 15,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000			
TASK 4.0 50%, 50%, 100% P&E											
4.1											\$
4.1.1		2	12	16	20				50	\$	\$ 7,700
4.1.2		12	60	100	50				222	\$	\$ 36,000
4.2.1		2	8	20	16				46	\$	\$ 7,020
4.2.2		2	10	30					42	\$	\$ 7,000
4.2.3										\$	\$ 1,560
4.2.4										\$	\$ 8,500
4.2.5										\$	\$
4.3		2	4	16					22	\$	\$ 4,860
4.4										\$	\$
4.5										\$	\$
4.6										\$	\$
									4.0 TOTAL		\$ 64,910
TASK 5.0 Construction Bidding Phase											
5.1			6						6	\$	\$ 1,200
5.2									20	\$	\$ 3,800
5.3									8	\$	\$ 1,500
									5.0 TOTAL		\$ 6,500
TASK 6.0 Construction Phase											
6.1			20						20	\$	\$ 6,150
6.1.1									4	\$	\$ 1,560
6.1.2									16	\$	\$ 4,590
6.2			12						12	\$	\$ 2,100
6.3			12						12	\$	\$ 2,800
6.4			4						4	\$	\$ 1,600
									6.0 TOTAL		\$ 15,240
TASK 7.0 Project Close-out											
7.1			4						4	\$	\$ 5,900
7.2			4						4	\$	\$ 2,000
									7.0 TOTAL		\$ 7,900
TASK 8.0 Public Outreach and Support Services											
									8.0 TOTAL		\$ 10,000



	Principal	Assistant (PM)	Project Engineer	Design Eng.	Driller	Project Landscape Architect	Assistant Landscape Architect	Field Supervisor	Survey	TOTAL	SUBCONSULTANT BIDDING COST	TOTAL COST
	\$ 29,000	\$ 25,000	\$ 20,000	\$ 15,000	\$ 10,000	\$ 20,000	\$ 10,000	\$ 10,000	\$ 30,000			

SUBTOTAL	\$ 235,000
Retainage	\$ 5,000
TOTAL	\$ 231,989

	Principal	Assistant (PM)	Project Engineer	Design Eng.	Driller	Project Landscape Architect	Assistant Landscape Architect	Field Supervisor	Survey	TOTAL	SUBCONSULTANT BIDDING COST	TOTAL COST
Task 2.1 Additive Alternative - Pre-Construction Conference												\$ 54,000
Task 2.1 (c) Additive Alternative - Additional Boundary Survey/Right-of-Way												\$ 65,195
Task 2.3 Additive/Alternative - Legal Disclosures and Exhibits												\$ 19,250
Task 3.7 Miscellaneous Environmental												\$ 5,900
Task 4.2.2 Additive/Alternative Traffic Control												\$ 37,490

LEGEND (EXCLUDED DR/SUBCONSULTANT TASK/SUBTASK LEGEND)
 Task or subtask excluded. See scope for reasons.
 Denver Wilson Engineering - Wastewater Consultant
 Park Environmental
 Hays & Mott - Geotechnical Consultant
 RICK Engineering - Landscape Division



ADDITIONAL SERVICES/EXCLUSIONS

The following may be required but are not included in the Scope of Work outlined in Section I above. Additional authorization will be required for these additional services.

- A. Changes in scope or design directed by the Client after the start of working drawings; in this case, the amount of extra work shall be that required to bring the revised work to the same stage of completion as the original work at the time of the change.
- B. Any other services performed at the direction of the Client which are not defined in the above listed services shall be in addition to that set forth in Fee Section of this agreement.
- C. Project phasing and sewer bypass plans.
- D. Jobsite safety services.
- E. Interagency (SDGE/Helix Municipal Water District/ATT/COX and Caltrans) plan check and permit issuance fees.
- F. City of Lemon Grove Encroachment permit application fees for geotechnical investigations within the public right-of-way.
- G. Landscape & Irrigation Plans.
- H. Potholing or underground utility locating.
- I. Sawcut and pavement repair for geotechnical investigations.
- J. Dry utility design services.
- K. Sewer Study and/or other studies and technical reports.
- L. Records of Survey.
- M. Post-construction monumentation and post-construction corner records.
- N. Boundary Survey analysis not included in scope of work above.
- O. Construction Surveying and staking.
- P. Community Outreach, Notifications and obtaining Letters of Permission from property owners.
- Q. Flood control studies.
- R. Design survey and mapping.
- S. SWPPP / Construction General Permit – SWPPP-related services not identified above are not included, such as: Qualified SWPPP Practitioner (QSP) services, Qualified SWPPP Developer (QSD) services beyond the initial preparation of the SWPPP, sampling and monitoring, responding to any agency's plan check comments, filing Changes of Information (COIs)/SWPPP Amendments, Annual Reports, and/or a Notice of Termination (NOT). These services can be provided during construction if requested by the client and pending additional authorization.
- T. Public outreach and/or public meetings are not included.





CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 4.
Meeting Date: January 18, 2022
Submitted to: Honorable Mayor and Members of the City Council
Department: Mayor's Office
Staff Contact: Racquel Vasquez, Mayor
Item Title: **Appointment of City Council Member to Committees, Commissions, and Boards**

Recommended Action: Ratify the Mayor's Committees, Commissions and Boards assignments for City Council Members.

Background and Discussion: Each year the Mayor makes appointments to various outside Commissions, Committees and Boards. Appointees represent the City of Lemon Grove on these regional bodies.

The 2022 Commission, Committee and Board Mayoral appointments are listed on **Attachment A** in this report. This attachment also indicates which Regional Commissions, Committees or Boards offer a stipend for meeting attendance.

Environmental Review:

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

Fiscal Impact: None

Public Notification: None

Staff Recommendation: Ratify the Mayor's Committees, Commissions and Boards assignments for City Council Members for the 2022 calendar year.

Attachment:

Attachment A – 2022 Commissions, Boards & Committees Appointments

**LEMON GROVE CITY COUNCIL
2022 COMMISSIONS, BOARDS & COMMITTEES APPOINTMENTS**

Commission/Board/Committee	Meeting Location/Contact Information	Designated Seats	Council Appointment
<p style="text-align: center;">City/School District Collaboration Committee</p> <p style="text-align: center;">Quarterly Meetings (schedule determined each year)</p>	<p style="text-align: center;">Lemon Grove School District (Board Room) 8025 Lincoln, Lemon Grove, CA 91945 (619) 825-3800</p>	Council Seats (2)	Vasquez Mendoza
<p style="text-align: center;">East County Economic Development Council (ECEDC)</p> <p style="text-align: center;">3rd Wednesday @ 7:30am</p>	<p style="text-align: center;">ECEDC 1908 Friendship Drive El Cajon, CA 92020 (619) 258-3670</p>	Council Seat Alternate	Gastil Jones
<p style="text-align: center;">Heartland Communications Facility Authority (HCFA)</p> <p style="text-align: center;">Quarterly—January, April, July, October 4th Thursday @ 4:00pm *\$100.00 Stipend for meeting attendance</p>	<p style="text-align: center;">Ronald Reagan Community Center 195 East Douglas, El Cajon, CA 92020 Valerie Nellis (619) 441-1623 vnellis@sdrecc.org</p>	Council Seat Alternate	Mendoza LeBaron
<p style="text-align: center;">Heartland Fire Training Facility Authority (HFTFA)</p> <p style="text-align: center;">Quarterly—2nd Thursday @ 4:00pm *\$100.00 Stipend for meeting attendance</p>	<p style="text-align: center;">Heartland Fire Training Facility 1301 N. Marshall, El Cajon, CA 92020 Dave Miller, (619) 441-1693 davem@heartlandfiretraining.org</p>	Council Seat Alternate	Mendoza LeBaron
<p style="text-align: center;">Helix Water District Water Representative & liaison</p>	<p style="text-align: center;">Sandy Janzan –Board Secretary (619) 466-0585 sandy.janzan@helixwater.org</p>	Council Seat Alternate	LeBaron Gastil
<p style="text-align: center;">League of California Cities Executive Committee Luncheon mtg.</p> <p style="text-align: center;">Monthly—2nd Monday @ 11:30am (no meeting April, July, October)</p>	<p style="text-align: center;">Four Points Sheraton 8110 Aero Drive, San Diego, CA 92123 Catherine Hill, Regional Representative (619) 295-8282</p>	Council Seat Alternate	Mendoza Vasquez
<p style="text-align: center;">League of California Cities Conference Voting Delegate</p>	As appointed	Council Seat	As determined prior to conference

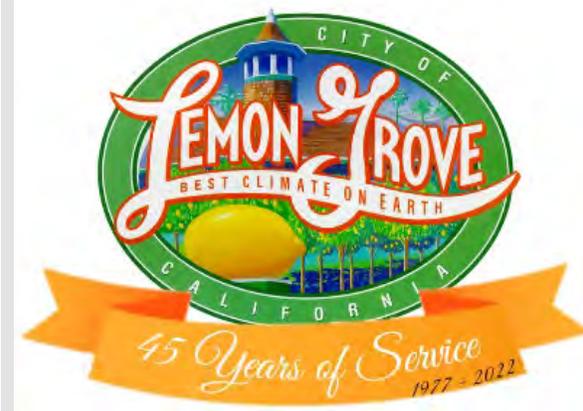
**LEMON GROVE CITY COUNCIL
2022 COMMISSIONS, BOARDS & COMMITTEES APPOINTMENTS**

Commission/Board/Committee	Meeting Location/Contact Information	Designated Seats	Council Appointment
<p style="text-align: center;">Metro Commission / Metro Wastewater JPA</p> <p>Monthly—1st Thursday @ Noon *\$150.00 Stipend for meeting attendance</p>	<p style="text-align: center;">MWWD MOC II Auditorium 9192 Topaz Way, San Diego, CA 92123 Lori Peoples (619) 548-2934 lpeoples@ci.chula-vista.ca.us</p>	Council Seat Alternate	Jones Mendoza
<p style="text-align: center;">Metropolitan Transit System (MTS)</p> <p>Usually 2nd or 3rd Thurs @ 9:00am *\$150.00 Stipend for meeting attendance</p>	<p style="text-align: center;">MTS 1255 Imperial Ave. #1000 San Diego, CA 92101-7490 (10th floor board room) Julia Tuer (619) 557-4515 Julia.tuer@sdmts.com</p>	Council Seat Alternate	Gastil Mendoza
<p style="text-align: center;">SANDAG Board of Directors</p> <p>2nd Friday—Policy @ 10:15am 4th Friday—Board @ 9:00am* *dark in August *Stipend for meeting attendance \$150.00 for Board Meetings \$100.00 for Committee Meetings</p>	<p style="text-align: center;">SANDAG 401 B Street (7th Floor Board Room) San Diego, CA 92101 Francesca Webb, Clerk of the Board</p>	Council Seat Alternate 2 nd Alternate	Vasquez Mendoza Gastil
<p style="text-align: center;">Sweetwater Rivershed Advisory Panel</p> <p>2 times per year</p>	TBA	Council Seat Alternate	Mendoza LeBaron
<p style="text-align: center;">San Diego East County Chamber of Commerce Liaison</p>	<p style="text-align: center;">East County Chamber 201 S Magnolia Ave El Cajon, CA 92020</p>	Council Seat Alternate	Gastil LeBaron
<p style="text-align: center;">San Diego Area Wastewater Management District</p> <p>Once Yearly —Announced</p>	<p style="text-align: center;">MWWD MOC II Auditorium 9192 Topaz Way, San Diego, CA 92123 Lori Peoples (619) 548-2934 lpeoples@ci.chula-vista.ca.us</p>	Council Seat	Jones
<p style="text-align: center;">California Joint Powers Insurance Authority (CJPIA) Board of Directors</p> <p>Annual Board Meeting Meets in July *\$100.00 Stipend for meeting attendance</p>	<p style="text-align: center;">California Joint Powers Insurance Authority 8081 Moody Street La Palma, CA 90623</p>	Council Seat Alternate	Mendoza James (Risk Manager)

Lemon Grove Regular City Council Meeting

PLEASE MUTE ALL DEVICES

*Meeting is recorded for the purpose of drafting meeting minutes.
Audio of the meeting is uploaded to the City website
within 72 hours following meeting.*



CALL TO ORDER



PLEDGE OF ALLEGIANCE

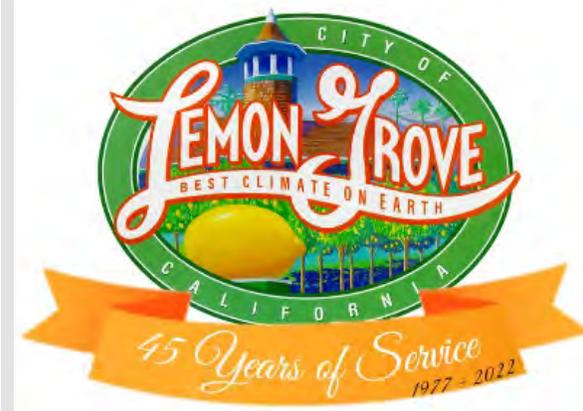


CHANGES TO THE AGENDA



PUBLIC COMMENT

- Please fill out and submit a speaker slip to the City Clerk **BEFORE** the item on the agenda has been heard at the City Council Meeting to address the Council.
- Speaker Slips are located at the entrance of the Chambers.



ALL SPEAKERS RELATING TO PUBLIC COMMENT WILL HAVE 3 MINUTES TO ADDRESS COUNCIL

1. CONSENT CALENDAR



2. REPORTS TO COUNCIL

Approve a Memorandum of Understanding with San Diego Metropolitan Transit System for Bus Shelter and Bench Advertising

Presented by: Mike James, Assistant City Manager /
Public Works Director





Bus Shelter and Bench Advertising

January 18, 2022

Background



April 2013

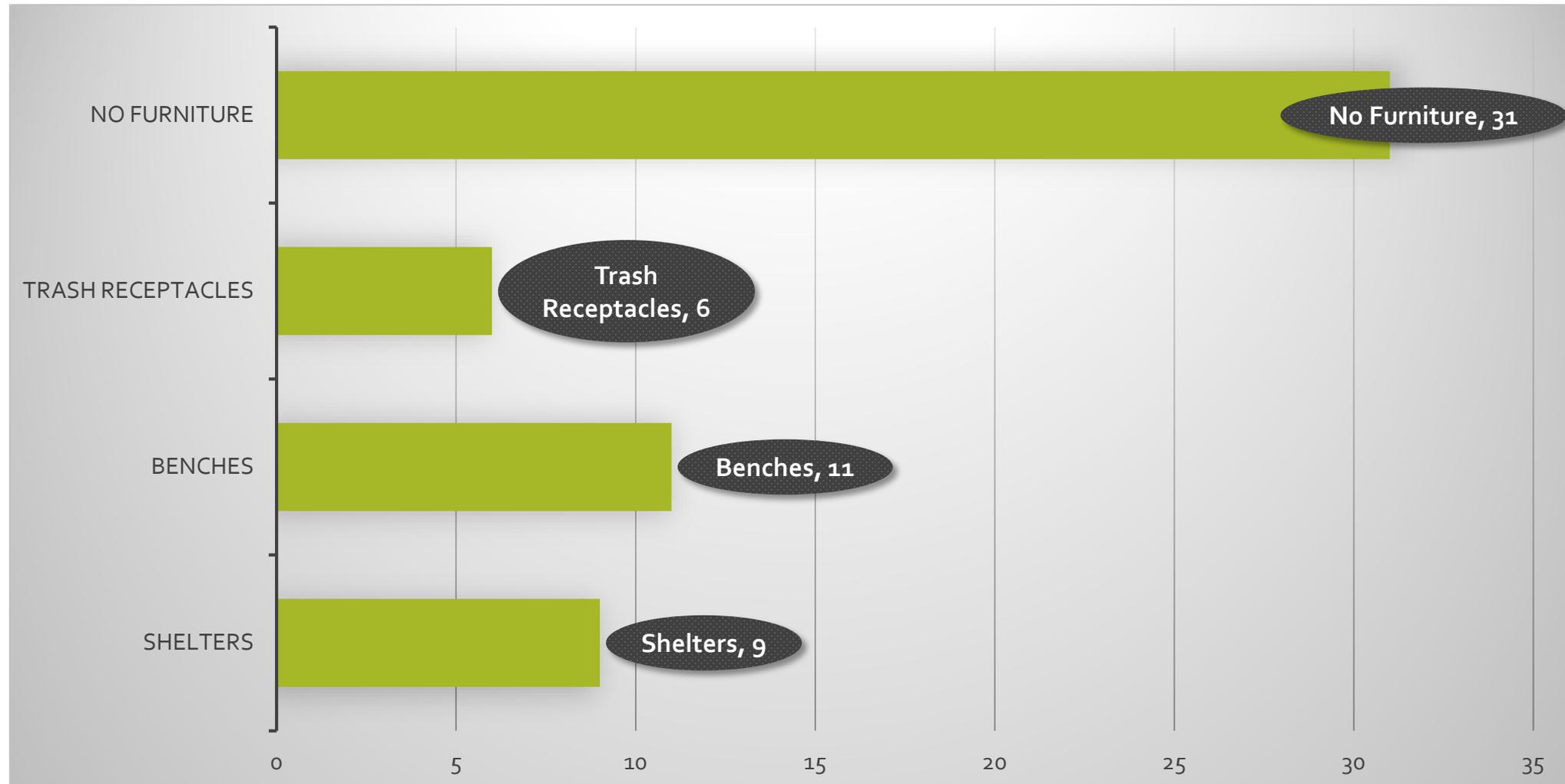


May 2013



March 2015

Bus Stop Inventory



Bus Shelter and Bench Citywide Map

- Bus Routes

- 856
- 916
- 917
- 936

- Trolley

- Orange Line



Monthly Maintenance Costs - \$3,892/Month



Personnel - \$755

- Two (2) Public Works Technicians
- Twice Per Week for 90 minutes

Equipment - \$329

- Vehicle
- Electric Fogging Machine
- Trash Pickers

Materials - \$488

- Trash Bags
- Cleaning Solution

Power Washing - \$2,320

- Contractor Services

Benefits and Drawbacks of the MOU

Benefits	Drawbacks
Transfers ownership of all bus shelters and bus benches to MTS.	<i>Advertisements may clutter the appearance.</i>
Relieves the City from maintaining the Shelters.	<i>May receive complaints about advertisements.</i>
Adds new modern shelters and benches.	
Allows for the City to repurpose its TDA funds to improve the City streets near bus stops.	
Reduces the City's liability by transferring ownership to MTS.	

Terms of the MOU



MOU

- 10 years
- Termination Clause
- Advertise

Furniture

- Shelter
- Bench

48 hour notice

- Repair & Maintenance



Questions?

January 18, 2022

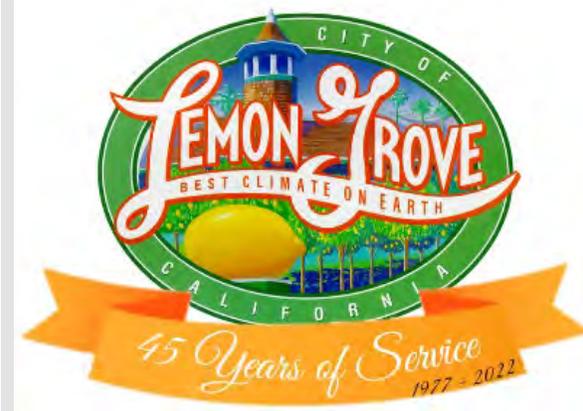
RECOMMENDATION:

Adopt a resolution approving a memorandum of understanding with San Diego Metropolitan Transit System for Bus Shelter and Bench Advertising.



PUBLIC COMMENT

- Please fill out and submit a speaker slip to the City Clerk **BEFORE** the item on the agenda has been heard at the City Council Meeting to address the Council.
- Speaker Slips are located at the entrance of the Chambers.

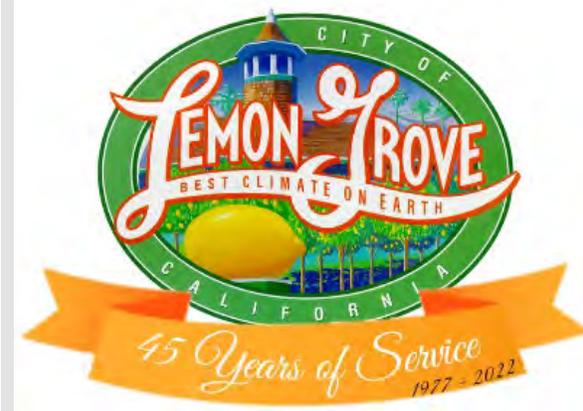


ALL SPEAKERS RELATING TO PUBLIC COMMENT WILL HAVE 3 MINUTES TO ADDRESS COUNCIL

3. REPORTS TO BOARD

Award an Agreement with Rick Engineering Company to Design the Fiscal Year 2020-2021 and Fiscal Year 2021-2022 Sewer Replacement and Maintenance Project (Contract No. 2021-24)

Presented by: Mike James,
Assistant City Manager/Public Works Director



DESIGN AGREEMENT FY 20-21 /FY 21-22 SEWER REPLACEMENT AND MAINTENANCE PROJECT

- City's Five-Year Capital Improvement Program (CIP)
- 2017 Sanitary Sewer Master Plan Update
- Consultant selection process advertised to the City's list of pre-qualified firms
- Selected Rick Engineering Company based on the following criteria:
 - Proposal conforms to format/key issues,
 - Project manager/team member capabilities,
 - Ability to meet project deadlines,
 - Scope of work, and
 - Budget

Project Locations

**TABLE ES-1
LEMON GROVE SANITATION DISTRICT
5 YEAR CIP, FY18 – FY22**

CIP PROJECT NUMBER	PROJECT TITLE	FY17/18	FY18/19	FY19/20	FY20/21	FY21/22
		Year 1	Year 2	Year 3	Year 4	Year 5
CONDITION-BASED CIP PROJECTS						
CIP-1	Miscellaneous Pipeline Repairs Project	\$416,000	-	-	-	-
CIP-2	Miscellaneous Manhole Repairs Project	-	-	-	-	\$170,000
CIP-3	Skyline Drive Replacement Project	-	\$434,000	\$434,000	-	-
CIP-4	Bakersfield East Replacement Project	\$69,800	\$628,200	-	-	-
CIP-5	Mt. Vernon to Shirley Lane Lining Project	-	-	-	-	\$97,900
CIP-6	MacArthur Drive Replacement Project	\$141,000	-	-	-	-
CIP-7	San Altos Lining Project	-	-	-	-	-
CIP-8	Broadway South Repair Project	-	-	-	\$482,000	-
CIP-9	Washington Street Repair Project	\$119,000	-	-	-	-
CIP-10	Arcadia Avenue Replacement Project	-	-	\$577,000	-	-
CIP-11	Skyline at Mt. Vernon Repair Project	-	-	-	\$282,000	-
CIP-12	Broadway East Repair Project	\$96,000	-	-	-	-
CIP-13	Baldwin, Roy, Kempf Repair Project	-	-	-	\$434,000	\$434,000
CIP-14	Circle Drive Repair Project	\$50,000	-	-	-	-
CIP-25	Cinderella Place Replacement Project	-	-	-	-	\$134,000
CIP-26	Taft Street Replacement Project	-	-	-	-	\$121,000
CIP-27	Mt. Vernon St. Replacement Project	-	-	-	-	\$56,000
Subtotal Condition-Based CIP Projects		\$891,800	\$1,062,200	\$1,011,000	\$1,198,000	\$1,012,900

Project Budget

- 8 tasks in the scope of work
- 5 additive/alternate tasks
- Base scope of work is 15.8% of \$2.1M construction cost estimate

Cost Description	Amount
Based Scope of Work	\$331,949
Additive / Alternate Work	\$176,745
Sub-Total	\$508,694
Contingency (5%)	\$25,306
Project Budget Total	\$534,000

RECOMMENDATION:

Adopt a resolution awarding an agreement with Rick Engineering Company to design the Fiscal Year 2020-2021 and Fiscal Year 2021-2022 Sewer Replacement and Maintenance Project (Contract No. 2021-24).



PUBLIC COMMENT

- Please fill out and submit a speaker slip to the City Clerk **BEFORE** the item on the agenda has been heard at the City Council Meeting to address the Council.
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ALL SPEAKERS RELATING TO PUBLIC COMMENT WILL HAVE 3 MINUTES TO ADDRESS COUNCIL

4. REPORTS TO COUNCIL

Appointment of City Council Member to Committees, Commissions, and Boards

Presented by: Racquel Vasquez, Mayor



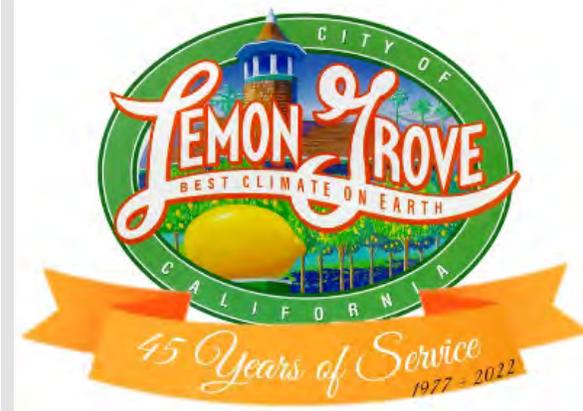
RECOMMENDATION:

Ratify the Mayor's Committees, Commissions and Boards assignments for City Council Members.



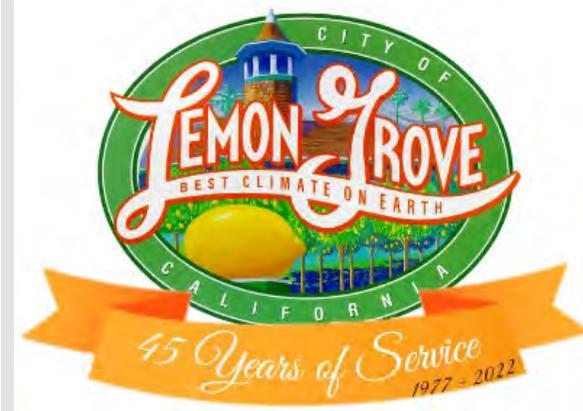
PUBLIC COMMENT

- Please fill out and submit a speaker slip to the City Clerk **BEFORE** the item on the agenda has been heard at the City Council Meeting to address the Council.
- Speaker Slips are located at the entrance of the Chambers.

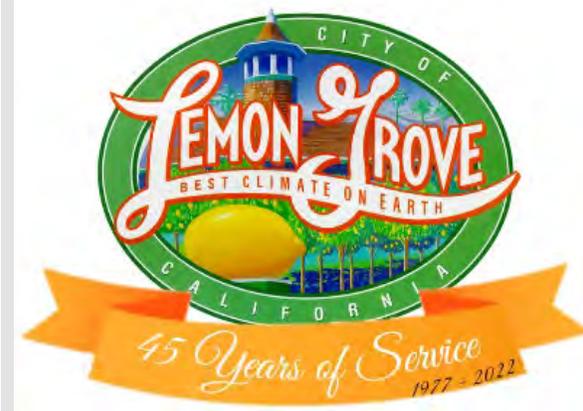


ALL SPEAKERS RELATING TO PUBLIC COMMENT WILL HAVE 3 MINUTES TO ADDRESS COUNCIL

CITY COUNCIL REPORTS ON MEETINGS ATTENDED AT THE EXPENSE OF THE CITY



CITY MANAGER REPORT



CLOSED SESSION:

- a. CONFERENCE WITH LEGAL COUNSEL –
EXISTING LITIGATION
Government Code § 54956.9(a)
Name of Case: City of Lemon Grove v. NV5,
Inc. et al. (SDSC Case No.: 37-2020-
00022512-CU-CO-CTL)



ADJOURNMENT



From: [Barbara Gordon](#)
To: [Raquel Vasquez](#); [Jennifer Mendoza](#); [Jerry Jones](#); lianalebaron@gmail.com; [George Gastil](#); [Audrey Malone](#)
Subject: Public Comment
Date: Tuesday, January 18, 2022 12:55:23 PM

Dear City Council Members,

I work with young people and I'm concerned with their marijuana use. The youth's attitude is often that weed is no big deal...lots of people smoke pot. It's no more dangerous than taking your first sip of beer or wine.

I want to share with you two national surveys of US adolescents. The National Youth Tobacco Survey and Monitoring the Future estimated lifetime prevalence of marijuana use among grade 12 students as 15.6% and 28.3%, respectively.

Both studies found that marijuana vaping among adolescents has increased and has become a major public health concern for adolescents because of potential adverse respiratory, psychological, and social impacts. Marijuana addiction is real, and it hurts everyone, especially young people.

Not even the pandemic could stop marijuana use rates from rising among adolescents. This data is extremely concerning and should act as a wake-up call for policymakers and the general public. With the normalization and commercialization of marijuana businesses the results are adolescents have more access to high potency THC products.

Public health and prevention measures are urgently needed to mitigate the increasing prevalence of marijuana use among our youth.

Thank you,
Barbara Gordon

From: [REDACTED]
To: [Raquel Vasquez](#); [Jennifer Mendoza](#); [Jerry Jones](#); lianalebaron@gmail.com; [George Gastil](#)
Cc: [Audrey Malone](#)
Subject: NON AGENDA PUBLIC COMMENTS for inclusion in the records
Date: Tuesday, January 18, 2022 4:03:55 PM

Good Evening,

As a mother to children in their thirties and forties, as well as a public health educator, I am well aware of the unfortunate health outcomes, especially mental health issues that marijuana use causes for young adults.

Research now has linked cannabis use to the risk of a heart attack in adults ages 25-45. Those who have consumed marijuana more than 4 times in the last month have had almost double the amount of myocardial infarctions compared to those who were not users. The reasons for the connection could be related to higher heart rates and blood pressures attributed to cannabis use, as well as the high potency of the products today.

Dr. Sharif Mohr, an epidemiologist, holds a Master's in Public Health and also received his PhD from our own UCSD. He remarked "There is a common misperception that any level of marijuana use is safe. However, the marijuana being used today is much more potent than what was encountered in the bygone hippy era."

The study also noted that marijuana use is contributing to a "burgeoning public health crisis that is only getting started and will get much worse unless lawmakers act quickly to rein in this newest addition to the for profit addiction industry".

Please remember Lemon Grove residents don't need access to marijuana, it is everywhere. However good health is precious and the City should only involve themselves in those business activities that will enhance good health.

Diane Grace

From: [Judi Strang](#)
To: [Raquel Vasquez](#); [Jennifer Mendoza](#); [Jerry Jones](#); lianalebaron@gmail.com; [George Gastil](#)
Cc: [Audrey Malone](#)
Subject: FOR PUBLIC COMMENT TONIGHT > impact that marijuana storefronts has on youth, promoting and normalizing its use, is inestimable
Date: Tuesday, January 18, 2022 2:56:32 PM

Dear City Council members, I am writing to you again as a parent advocate to draw your attention to the concern we have regarding what we see with our students' mental health needs.

Recently KPBS feature reported that at [Rady Children's Hospital](#), officials are reporting a 25% increase in mental health visits to their emergency room.

Willough Jenkins, a child psychiatrist and the inpatient medical director at Rady's reported that "Even before the pandemic mental health was in a crisis for youth — our numbers have been going up every single year so I don't see this going down. Rady's has a 24-bed inpatient mental health unit which has been full. During the pandemic, a new psychiatric emergency room, called the Copley Psychiatric Emergency Department was opened."

For those who are on the front line of students mental health, parents, PTA leaders, teachers, we need to underscore the role that marijuana plays in exacerbating mental health problems.

The impact that marijuana storefronts has on youth, promoting and normalizing its use, is inestimable. Remember that it is these marijuana storefronts that are the source of large billboards on I-5 & I-15, the sponsor of the slick postcards to citizens indicating their bargains for the week, and sell branded merchandise that students from the local high schools are wearing to class. The last situation has been created by the marijuana storefronts unapologetically named Cookies in La Mesa.

Regards, Judi Strang,
Health Committee, Ninth District PTA
County Office of Education

From: Judi Strang [REDACTED]
[REDACTED] December 07, 2021 8:44 PM

To: 'rvasquez@lemongrove.ca.gov' <rvasquez@lemongrove.ca.gov>; 'jmendoza@lemongrove.ca.gov' <jmendoza@lemongrove.ca.gov>; 'jjones@lemongrove.ca.gov' <jjones@lemongrove.ca.gov>; 'lianalebaron@gmail.com' <lianalebaron@gmail.com>; 'ggastil@lemongrove.ca.gov' <ggastil@lemongrove.ca.gov>

Cc: 'Audrey Malone' <amalone@lemongrove.ca.gov>

Subject: public health advisory on the mental health challenges confronting youth.

Good evening.

Judi Strang here, mother, grandmother, advocate for parents.

The lead story in the LA times yesterday was U.S. Surgeon General Vivek H. Murthy [public health advisory](#) on the mental health challenges confronting youth.

This is a rare warning and call to action to address what he called an emerging crisis exacerbated by pandemic hardships.

Symptoms of depression and anxiety have doubled during the pandemic, with 25% of youth experiencing depressive symptoms and 20% experiencing anxiety symptoms, according to Murthy's 53-page advisory.

In early 2021, emergency department visits in the United States for suspected suicide attempts were 51% higher for adolescent girls and 4% higher for adolescent boys compared to the same time period in early 2019, according to research cited in the advisory.

Murthy wrote in a preface to the advisory. "Mental health challenges in children, adolescents, and young adults are real, and they are widespread.

Especially [students with disabilities](#) and students of color from low-income families.

The 53 page Surgeon General's Advisory calls on those who surround young people and shape their day-to-day lives—schools, health care systems, media, and government back the mental health proposals for children and youth.

The City's marijuana storefronts can have an unfortunate impact on children, by promoting and normalizing marijuana use as solution for stress and anxiety..

The only people who want marijuana businesses in Lemon Grove are those who benefit financially from the sale of this drug where high concentrates of THC are smoked and vaped, and contribute to poor physical and mental health.

Regards, Judi Strang, Parent Advocate
PTA Health advisory Committee

From: [Kelly McCormick](#)
To: [Audrey Malone](#)
Subject: Non-Agenda Public Comment, CC Mtg. 1.18.22
Date: Tuesday, January 18, 2022 3:12:07 PM

This is from Kelly McCormick. I am a public health educator with a focus on youth alcohol, tobacco and drug prevention.

I would like to share an important new position paper from the American Psychiatric Association. It says, in part, **“Given the lack of scientific support for safe cannabis use, and the known adverse impacts and risk for addiction, the American Psychiatric Association opposes the use of cannabis by children, adolescents and young adults up to age 25.”**

This statement is significant, as little is being done to educate the public about this risk. Pot use by those under 25 can cause anxiety, depression, and marijuana-induced psychosis. It is linked to higher rates of self-harm and suicide. The San Diego County Medical Examiner's office released data on people under 25 who took their own lives, and 39% tested positive for THC.

We must acknowledge that marijuana use contributes to the downward slide, and in some cases, is the direct cause

Of adolescents who enter County funded treatment facilities, 82% report marijuana as their primary drug of choice.

It's important to keep in mind that today's marijuana is far different from the "Woodstock weed" of the past. Today's top selling products are highly potent concentrates, with nearly pure THC. These concentrates have a dramatic impact on brain chemistry, particularly when used by young people.

If we truly care about making a difference in young people's lives, and preventing mental health crises, it would be wise to focus on marijuana prevention strategies, rather than encouraging its use through normalization and an expanded industry footprint.

From: [Jeremy Ogul](#)
To: [Audrey Malone](#)
Subject: Public Comment - Item 2 - City Council - January 18, 2022
Date: Tuesday, January 18, 2022 12:11:14 PM

Dear members of the City Council,

I am writing to urge your **support** for the MOU with MTS for bus shelter and bench advertising.

However, I have one suggestion. The staff report does not make clear what happens to the existing City-owned bus shelters after they are removed to make way for the new MTS shelters.

The existing shelters were purchased and installed at a cost of \$106,000 in 2015, and presumably are still in good condition. It would be wasteful for these shelters to be thrown away or kept in storage, unused.

If the City Council moves forward with the MOU with MTS, the City should ensure that this \$106,000 purchase from 2015 continues to benefit users of the public transit system by preserving and re-using these shelters in one of the following ways:

- Relocate them to other bus stops in Lemon Grove that currently do not have overhead shelter
- Sell them to MTS or to another jurisdiction for use at bus stops nearby (La Mesa, City of San Diego, or unincorporated County)
- Donate them to MTS or another local jurisdiction

Thank you for considering these options.

Sincerely,

Jeremy Ogul
Grove Street